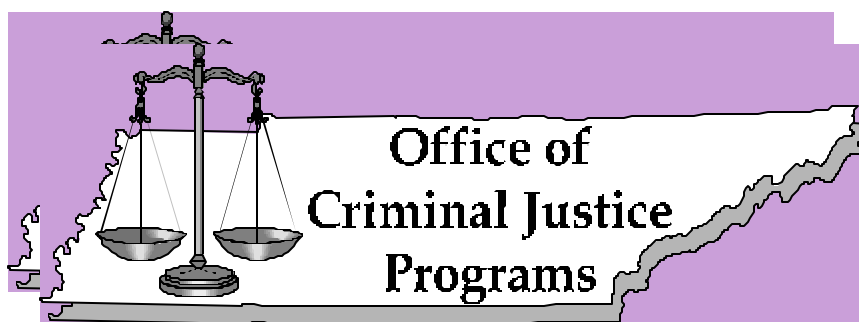


# TENNESSEE

## ADMINISTRATIVE MANUAL FOR

## FAMILY VIOLENCE SHELTER AND SHELTER SERVICES



**Office of Criminal Justice Programs  
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Nashville, TN 37243-1700**

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# Family Violence Shelter and Shelter Services Program

## INTRODUCTION

The purpose of this guide is to give Family Violence Shelter and Shelter Services subrecipients a brief outline of the program and financial requirements/responsibilities involved with receiving federal Health and Human Services Grant funds and State Family Violence Shelter and Shelter Services allocations. This guide is not intended to replace more detailed technical assistance available from the OCJP Program Manager assigned to your project. Subrecipient staff are encouraged to address questions or concerns regarding the subject matter in this guide or other issues to your OCJP Program Manager.

Authorized through Public Chapter 930, the Family Violence Shelter and Shelter Services Program became effective July 1, 1984. This law allowed the Department of Human Services to establish a program providing shelter and shelter services to victims of family violence and their dependents. In 1986, the Department also received funds from the Department of Health and Human Services, Family Violence Prevention and Services Act. Both funding sources are used to fund family violence shelter and shelter services.

In July 1998 the Family Violence Shelter and Shelter Services Program was transferred to the Department of Finance and Administration, in the Office of Criminal Justice Programs, and was designated as the state agency responsible for administering this grant program. This consolidation was made to provide a more coordinated approach in planning and allocation of federal and state funds and to more efficiently manage services to victims in Tennessee.

OCJP grants awarded under the Family Violence Shelter and Shelter Services grant program are governed by the provisions of the Office of Management and Budget (OMB) circulars applicable to financial assistance. These circulars, along with additional information and guidance, are contained in the OCJP Administrative Guide for the Family Violence Shelter and Shelter Services Grant Program available from the Office of Criminal Justice Programs upon award of grant funds. This policy manual provides information on allowed costs, methods of payment, audit requirements, accounting systems and financial records.

This Guide incorporates by reference the provisions of the Office of Management and Budget (OMB) circulars and government-wide common rules applicable to grants and cooperative agreements. These circulars and common rules include the following:

**NOTE: DHHS, Family Violence Prevention and Services Act (CFDA # 93.671)**

## Circulars and Common Rules

### OMB CIRCULARS:

#### Administrative Requirements :

OMB Circular A-102	"Grants and Cooperative Agreements with State and Local governments," revised October 7, 1994
OMB Circular A-110	"Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," November 19, 1993 (codified at 28 CFR Part 70).
<b>Cost Principles:</b>	
OMB Circular A-21	"Cost Principles for Educational Institutions," revised April 26, 1996 (codified at 28 CFR Part 66 by reference).
OMB Circular A-87	"Cost Principles for State, Local, and Indian Tribal Governments," revised May 4, 1995 (codified at 28 CFR Part 66, by reference).
OMB Circular A-122	"Cost Principles for Nonprofit Organizations" revised May 8, 1997 (codified at 28 CFR Part 66, by reference)
<b>Audit Requirements:</b>	
OMB Circular A-133	"Audits of State, Local Government and Nonprofit Institutions," revised June 30, 1997 (codified at CFR Part 66 & Part 70).  <a href="http://www.whitehouse.gov/OMB/grants/index.html">http://www.whitehouse.gov/OMB/grants/index.html</a>

### GOVERNMENT-WIDE COMMON RULES:

"Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Units of Government," dated March 11, 1988 (codified at 28 CFR Part 66). (Grants Management Common Rule for State and Local Units of Governments)

"Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-free Workplace (Grants)"(codified at 28 CFR Part 67.)

"New Restrictions on Lobbying" (Codified at 28 CFR Part 69).

For additional information on grants management and to obtain copies of current circulars and common rules, please visit the OMB website at [www.whitehouse.gov/OMB/grants/index.html](http://www.whitehouse.gov/OMB/grants/index.html)

Reference: U.S. Department of Justice, Office of Justice Programs, Office of the Comptroller,  
Financial Guide  
Web Address: <http://www.ojp.usdoj.gov/finguide/>

## Chapter I

### PRE-AWARD REQUIREMENTS

- A. **Application Process:** The Family Violence Shelter and Shelter Services application announcement routinely occurs each State fiscal year usually in the spring (March, April).
- B. **Eligible Subrecipients:** The intent of the Federal Family Violence Prevention and Services Act to state agencies is that the State will give special emphasis to the support of community based projects of demonstrated effectiveness carried out by non-profit private organizations, particularly those projects the primary purpose of which is to operate shelters for victims of family violence and their dependents and those which provide counseling, advocacy, and self-help services to victims and their children.
- C. **Subrecipient Application Announcement:** Informational meetings may be scheduled by OCJP to disseminate information about the application process. Announcements of meetings are mailed approximately 30 days in advance and meeting places will be located across the state to allow potential subrecipients an opportunity to ask questions, receive technical assistance, and receive an application packet. Potential subrecipients unable to attend an informational meeting may request an application packet by mail.
- D. The Federal Family Violence Prevention and Services Act application consists of a narrative and budget and must include the following federal assurances:
1. **Lobbying Certification:** This certification must be submitted prior to recommendation for or against an award. The Department of Health and Human Services (DHHS) codification of the government-wide common rule for restrictions on lobbying, 28 CFR Part 69, provides guidance on requirements that recipients shall meet in order to receive Federal funds.
- The following restrictions on lobbying are applicable to all subrecipients. Interim Final Guidance for New Restrictions on Lobbying was published in the Federal Register in December 1989. The Lobbying Disclosure Act of 1995 included amendments that have an impact on the guidance provided in 1989. Per 31 USC§ 1352, the restrictions on lobbying are as follows:
- a. No federally appropriated funds may be expended by the recipient of a Federal award, cooperative agreement, or contract to pay a person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or cooperative agreement.

- b. Each person who requests or receives from an agency an initial Federal contract, award, or cooperative agreement (including subcontracts, subawards, and contracts under cooperative agreements) exceeding \$100,000 shall file with that agency a certification regarding lobbying. The certification shall be submitted to the agency making the award. Each person is certifying that:
  - (1) They have not made, and will not make, any payment for a lobbying activity.
  - (2) If any non-Federal funds have been paid or will be paid to any person, they will complete and submit a “Disclosure of Lobbying Activities” form (Disclosure Form).
  - (3) The language of this certification will be included in their award documents for all subawards at all tiers (including subcontracts, subawards and contracts under awards, and cooperative agreements), and all subrecipients shall certify and disclose accordingly.
  - (4) Each person, if applicable, shall submit the Disclosure Form to the agency making their award. The subrecipient is responsible for reporting lobbying activities of its employees if the employee’s tenure is less than 130 working days within one year immediately preceding the date of the subrecipient’s application or proposal submission.
  - (5) A subrecipient, who requests or receives Federal funds exceeding \$100,000, shall be required to file with the agency making their award a certification and a Disclosure Form, if applicable. All certifications shall be maintained by the agency making the award and all Disclosure Forms shall be forwarded from tier to tier until received by the Federal agency making the award. That agency shall forward all Disclosure Forms to the awarding agency. The Disclosure Form shall contain the following information:
    - (a) Name and address of reporting entity;
    - (b) Federal program name;
    - (c) Federal award number;
    - (d) Federal award amount; and
    - (e) Name and address of lobbying registrant.
- c. The above requirements DO NOT apply to Federally recognized Indian tribes or tribal organizations, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
- d. Each person shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any Disclosure Form previously filed by such persons. Examples of such events are:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

e. Penalties and enforcement of lobbying restrictions shall be as follows:

- (1) Any person who makes an expenditure prohibited by the New Restrictions on Lobbying shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the Disclosure Form to be filed or amended, if required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**To summarize, the common rule for lobbying requires certification that subrecipients certify they will comply with the lobbying common rule. The requirement is only for awards made exceeding \$100,000.**

**E. Equal Employment Opportunity Plan (EEOP) Certification:** This certification must be submitted with any grant application. The government-wide common rule for equal opportunity workplace, 28 CFR Part 42.207 and 42.301 provided guidance on requirements that subrecipients shall meet in order to receive Federal funds or, in the case of a recipient who is an individual, certify to OCJP that his or her conduct of award activity will be delivered in an equitable manner to all segments of the service population. This shall include meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act. If a subrecipient makes a false certification, the subrecipient is subject to suspension, termination, and debarment.

- a. OCJP shall be responsible for obtaining an EEOP certification from each sub-recipient agency.
- b. Sub-recipient agencies:
  - (1) certify that the agency will maintain data to ensure that services are provided in an equitable manner to all segments of the service population and
  - (2) certify an EEOP, if required to be written, must be kept on file and/or submitted to the Department of Health and Human Services. (See Appendix U)

- c. Agencies whose certification require that an EEOP be on file with the Department of Health and Human Services shall forward said copy to Department of Health and Human Services, Office of Civil Rights within forty-five 45 days of the award.

**To summarize, 28 CFR 42.207 and 42.301 requires that ALL recipients of Federal awards, either direct or in-direct, certify they will comply with the EEOP requirements. There is no dollar threshold for certification. For assistance in developing an EEOP refer to [www.ojp.usdoj.gov/ocr/seven.htm](http://www.ojp.usdoj.gov/ocr/seven.htm).**

- F. Application Review:** The OCJP shall obtain credit reports on any applicant where there is reason to believe that performance is substandard or there is evidence of financial irregularities.
- G. Federal Debt:** OMB Circular A-129 holds subrecipients accountable for any over payment, audit disallowance, or any other breach of award that results in a debt owed to F&A/OCJP involving Federal Grant money. The Federal Debt Collection Act of 1996 states that if, after written notification, grantee payments continue to be delinquent, the debt will be referred to a collection agency for further action. The State shall apply interest, penalties, and administrative cost to a delinquent debt owed by a debtor pursuant to State requirements and the Federal Claims Collection Standards and OMB Circular A-129.
- H. Award Policy:** OCJP will not make an award to any applicant who has an overdue audit or an open audit report where the recipient has not attempted to respond or has taken no action to resolve findings. Every applicant for funding is on notice that, unless they are in compliance with the audit requirements, their application may be rejected.
- I. Award/Contract Document:** After completion of the review process subrecipients will receive notice of application outcome. If successful, the subrecipient will receive a grant agreement with all required attachments and special conditions for signature. The award agreement will include the following information:
  - ◆ Award period
  - ◆ Award number
  - ◆ Amount of funding
  - ◆ Special conditions, as appropriate

All correspondence/forms following a grant award notice should refer to the designated grant award number shown on the Grant Award document.

## **Chapter II**

### **FAMILY VIOLENCE SHELTER and SHELTER SERVICES PROGRAM REQUIREMENTS**

#### **A. PROGRAM PURPOSE**

The purpose of the Family Violence Shelter and Shelter Services Program is to assist nonprofit organizations in supporting the establishment, maintenance, and expansion of programs and projects to prevent incidents of family violence and to provide immediate shelter and related assistance for victims of family violence and their dependents.

#### **B. PROGRAM REQUIREMENTS**

- Agencies must be public or not-for-profit and have tax exempt status under Section 501c(3) of the Internal Revenue Code.
- For an agency to submit an application for funding, applicants must show that they have provided shelter or shelter services for at least six (6) months prior to the application for funds, and that the funds provided will enable them to establish or maintain a shelter exclusively for victims of family violence within a defined timetable.
- Performance Standards have been developed for family violence programs and programs must comply with the requirements stipulated in the standards.
- Programs must comply with Chapter 21 of the Life Safety Code (Fire Standards) and with all other applicable health and safety codes.
- Agencies must comply with Tennessee Code Annotated, Section 31-1-403 and 37-1-605 by reporting suspected cases of child abuse to the Department of Children's Services and with Tennessee Code Annotated 71-6-103 by reporting cases of adult abuse to the Department of Human Services as required by law.

##### **1. Eligible Population**

Any individual who fears imminent physical harm by threat of force and who customarily resides in a household with the perpetrator is eligible for service. The victim's dependent children are also eligible for services.

##### **2. Client Record Documentation**

Performance Standards for Family Violence Shelter and Shelter Services are incorporated into the grant. Client records must reflect the range of services provided to the victim including services provided to children, other dependents and the perpetrator. Client record documentation is defined in the Standards.

Information documenting victim eligibility must be on file.

A release of information is required when information is shared/obtained.

### **3. Agency Documentation**

Performance Standards for Family Violence Shelter and Shelter Services requires agencies to provide twenty-four hour access to telephone crisis hotline and community education as core components. Documentation for these services may be maintained in a central record following these guidelines.

#### **a. Twenty-Four Hour Telephone Hotline**

Agencies should have a written plan showing how hotlines will be covered, describe the period of coverage for each responsible person and provide for backup coverage in the case of an emergency. In addition to the plan for telephone coverage, the agency must keep statistical records on the number of calls received.

#### **b. Community Education**

The central record should include documentation that explains how the educational activities were delivered. Documentation must identify date(s) and person(s) conducting training activities, topics covered, number of individuals who participated, types of materials disseminated, and persons referred for direct services. Any public speaking, media messages, or public awareness campaigns must be documented.

### **4. Record Keeping**

The subrecipient must establish and maintain program records that assure project activities are in compliance with the approved project narrative. Such records must be readily available for review.

### **C. PROGRAM PRIORITIES**

The priorities of the Family Violence Shelter and Shelter Services grant are to meet the needs of victims by providing emergency shelter and related services to the victim and their families. Additionally meeting the needs of the underserved population, including populations underserved because of ethnic, racial, cultural, language diversity or geographical isolation is another priority for Family Violence Shelter Services.

## Chapter III

### ACHIEVEMENT OF OPERATIONAL STATUS

The expectation for accepting an award from OCJP is that the subrecipient will have in place a system that is adequate for carrying out the administrative/financial, as well as the program aspects of the grant award. This includes good communication between the board of directors (if applicable), administrative/financial staff and the program staff. Management should pay particular attention to the budget and expenditure process of the grant award. The subrecipient management has put a great deal of thought into the purpose of the grant, therefore, everyone who works within the grant must be familiar with the fiscal and programmatic aspects of the manual(s) so that the program and funding are managed appropriately.

- A. **Program and Fiscal Responsibilities:** The subrecipient must establish and maintain program records that assure project activities are in compliance with the approved project narrative. Such records must be readily available for review.

The subrecipient must establish and maintain fiscal controls and procedures that assure that federal and/or local funds available for the grant program are properly disbursed. Funds awarded may be expended only for activities and purposes set forth in the approved project narrative and budget within the approved grant period. (The "grant period" is that period of time listed on the first page of the grant). Grant funds must be obligated prior to the termination date of the grant period and paid within 45 days after this date. Obligated funds are those funds for which goods or services have been encumbered, such as a valid purchase order or requisition to cover the cost of purchasing an authorized item on or after the begin date. These items or services must have been received and there must be an obligation to pay by the end date of the award period.

- B. **Operational Timeline:** Each federally funded project not achieving operational status within sixty (60) days of the beginning date of the grant period listed in the grant must submit a letter to the Department of Finance and Administration, Office of Criminal Justice Programs describing steps taken to initiate the project, reasons for delay, and the projected operational date. If operational status is not achieved within ninety (90) days of the beginning date of the grant period, the subrecipient must submit a second letter explaining the additional delay in implementation. The Office of Criminal Justice Programs may, after reviewing the circumstances, elect to cancel the project and redistribute funds.

- C. **Project Director:** This is the individual who will be in direct operational charge of the project. He/she should be a person who combines knowledge and experience in the project area with ability in administration and supervision of personnel. He/she shares responsibility with the financial office for seeing that all expenditures are within the approved budget and ensures that all reporting requirements are met. It is the responsibility of the Project Director to assure that any subrecipient personnel working within the grant funded project receive copies of all information distributed

from the Office of Criminal Justice Programs, **to include a copy of the executed current contract.** The individual selected as Project Director cannot be the same person who serves as Financial Officer for the project. The Office of Criminal Justice Programs **must be notified** in writing within **ten (10)** days in the event of a change in Project Director.

The **Project** Director is responsible for ensuring that client files are maintained on each individual receiving direct or contracted services under this grant. If multiple funding sources support a single function (i.e. shelter), the **Project** Director must be able to delineate which funding source(s) support which service(s) the individual received. The file on each individual should minimally include identifying information about the individual served, services provided and dates of service(s).

- D. Financial Director:** This is the person who will be responsible for fiscal matters relating to the project and is ultimately in charge of accounting, management of funds, verification of expenditures, and grant financial reports (the Financial Director must be someone other than the project director, and their primary responsibility is in financial matters). The Office of Criminal Justice Programs **must be notified** in writing **within ten (10)** days in the event there is a change in Financial Director.
- E. Authorized Official:** This is the individual who will be signing the grant on behalf of the agency governing board. **The grant is generally signed by the board chairperson, thus making the board of directors or governing board financially liable for the service program described in the legal agreement.** The governing board is a board of directors whose main function is to establish policies and procedures, adopt rules, regulations and by-laws consistent with the purposes of the agency. In some instances, the board will delegate responsibility for signing the grant to the executive director. In the event the executive director signs the grant, this in no way relinquishes the board from their responsibilities. The Office of Criminal Justice Programs **must be notified** in writing within **ten (10)** days in the event there is a change in the Authorized Official **or the Board Chair even if they were not the Authorized Official signing the grant contract.** See Appendix H – Board Responsibility.
- F. OCJP Notification :** Subrecipients must provide a written report(s) to OCJP within ten (10) days from the date of occurrence of any of the following:
- a. Any change of address for the authorizing official, project director, or financial director for the grant-funded project.
  - b. Any lawsuits filed by clients or employees of the implementing agency.
  - c. Any cessation or interruption of implementation of project activities arising from litigation, loss of staff, or programmatic restructuring.
  - d. Change in project site or location.
  - e. Change in, or temporary absence of, project director or financial director.
  - f. Addition of supplies or equipment to project budget not previously identified.
  - g. Change in scope of programmatic activities or purpose of project.
  - h. Change in e-mail address of project director, financial director, authorized official, or any personnel funded by this grant.

- i. Change in grant funded personnel positions i.e., Shelter Manager, Victim Advocate, Case Manager, etc.
- j. Vacancies in all grant funded positions **MUST** be reported in writing (e-mail, fax, mail) to OCJP within ten **10** days of the vacancy. All grant funded vacant positions **MUST** be filled within **forty-five 45 days of the vacancy. Failure to abide by this requirement may result in the agency losing the position(s) in question. If the position(s) is/are not filled within forty-five 45 days, the subrecipient must submit a letter to OCJP justifying the delay in filling the position and explaining how the program is providing services while the position(s) is/are vacant.**

Once the vacant position(s) is/are filled the subrecipient agency **MUST** notify OCJP in writing within ten **10** days of the following information as it pertains to the new employee(s).

1. Position Title
2. Name of Employee
3. Date Hired
4. Salary
5. Percent of time allotted to the grant funded project
6. Job description

## Chapter IV

### CONFLICT OF INTEREST

Personnel and other officials connected with agency funded programs shall adhere to the following requirements:

- A. Advise:** No official or employee of a State or unit of local government or a non-governmental subrecipient shall participate personally through decisions, approval, disapproval, recommendations, the rendering of advise, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, award, cooperative agreement, claim, controversy, or other particular matter in which award funds (including program income or other funds generated by Federally-funded activities) are used, where to his/her knowledge, he/she or his/her immediate family, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangements concerning prospective employment has a financial interest or less than an arms-length transaction.
- B. Appearance:** In the use of agency project funds, officials or employees of State or local units of government and non-government subrecipients shall avoid any action which might result in, or create the appearance of:
- ◆ Using his or her official position for private gain;
  - ◆ Giving preferential treatment to any person;
  - ◆ Losing complete independence or impartiality;
  - ◆ Making an official decision outside official channels; or
  - ◆ Affecting adversely the confidence of the public in the integrity of the government or the program

For example, where a recipient of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse him-or-herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications.

## Chapter V

### STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

All grant recipients are required to establish and maintain grant accounting systems and financial records to accurately account for funds awarded to them. (See Appendix J, OMB Circular 87, “Cost Principles for State, Local and Indian Tribal Governments.” See Appendix K, OMB Circular 122, “Cost Principles for Nonprofit Organizations.”) These records shall include both State and Federal funds and all matching funds when applicable. Subrecipients shall expend and account for grant funds in accordance with State and local laws and procedures for expending and accounting for their own funds. State and local procedures must ensure compliance with the financial management standards found at 28 CFR Parts 66 and 70.

#### **A. Accounting Systems:**

Each sub-recipient is responsible for establishing and maintaining an adequate system of accounting and internal controls. Each subrecipient is also responsible for ensuring that an adequate system exists for any subcontractors, when applicable. An acceptable and adequate accounting system:

1. Presents and classifies projected historical cost of the grant as required for budgetary evaluation purposes;
2. Provides cost and property control to ensure optimal use of funds;
3. Controls funds and other resources to assure that the expenditure of funds and use of property are in conformance with any general or special conditions that apply to the subrecipient;
4. Meets the prescribed requirements for periodic financial reporting of operations; of operations; and
5. Provides financial data for planning, control, measurement, and evaluation of direct and indirect costs.

#### **B. Accounting Systems Criteria:**

The subrecipient is free to use any accounting system that the subrecipient has established if the system meets the following minimum criteria:

1. Receipts should be classified by the source of funding, i.e. – the name and number of the grant to which the costs will be charged. As a matter of convenience, subrecipients are encouraged to use the grant award number assigned to the project by the Office of Criminal Justice Programs, unless currently existing agency coding structures prevents this. If costs attributable to the grant program will include those from sources other than the federal grant, such as match, donations, income earned by the project, or funds from other sources, this should be clearly noted on receipts.

2. Expenditures should be classified by the budget categories included in the grant application. All expenditure documents, regardless of type, must include the assigned subgrant number. Non-federal matching funds required at the project level must be classified in these same categories.
3. Entries in the accounting records should refer to subsidiary records and/or documentation that supports the entry and which can be readily located.
4. Each grant should be accounted for separately. Each year of a continuation grant is regarded as coming from a separate fund source and should be accounted for as such. All project records should reflect the grant number listed on the award document. Subrecipients are prohibited from commingling funds on either a program-by-program basis or a project-by-project basis.
5. The accounting system must be such as to provide adequate information for the prompt and proper submission of the monthly reimbursement invoices and the quarterly program expense reports.
6. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
7. The accounting system should include a system of property records for all equipment.
8. All required financial records shall be maintained for three years from the date of the final financial report or until all questions arising from audit have been resolved.

**C. Reporting Irregularities:**

The subrecipient is responsible for promptly notifying the OCJP, the Department of Health and Human Services and the Federal cognizant audit agency, and the State of Tennessee Comptroller of any illegal acts or irregularities and of proposed and actual actions, if any. Illegal acts include conflicts of interest, falsification of records or reports, and misappropriation of funds or other assets. Please notify the Office of the Comptroller Customer Services Center at 1-800-458-0786 and the State of Tennessee Comptroller Hotline at 1-800-232-5454 if any irregularities occur. Illegal acts include: conflicts of interest, falsification of records or reports, and misappropriation of funds or other assets.

**D. Commingling of Funds:**

1. The accounting systems or all subrecipients must ensure that agency funds are not commingled with funds from other Federal agencies. Subrecipients are prohibited from commingling funds on either a program-by-program basis or project-by-project basis.
2. Funds specifically budgeted and/or received for one project may not be used to support another. Where a subrecipient's accounting system cannot comply with this requirement, the subrecipient shall establish a system to provide adequate fund accountability for each project.

**E. Supplanting of Funds :**

Federal funds must be used to supplement existing funds for program activities and not replace those funds, which have been appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subrecipient will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

**F. Match Requirements:**

Agencies providing family violence shelter and shelter services are required to provide local matching funds on their federal allocation. The federal matching share may be cash or in-kind from non-federal sources. The match required on the federal allocation for new projects (agencies receiving this funding for the first time) is **thirty-five 35 percent**. The match amount is **twenty 20 percent** for existing agencies that continue to receive federal support. There is no match on the state allocation.

The formula to be used in calculating match requirements follows:

Federal Amount divided by 80% = **Total Cost**

Total Cost Multiplied by 20% = **Match**

All funds designated as match are restricted to the same uses as the Family Violence Shelter funds and must be expended within the grant period. Funds required to pay the match portion of the cost of each project for which a grant is made must be in addition to funds that would otherwise be available for the project. For purposes of this program, in-kind match may include donations of expendable equipment, office supplies, workshop or classroom materials, work space, or monetary value of time contributed by professional and technical personnel and other skilled and unskilled labor if the services they provide are an integral and necessary part of a funded project. The value placed on donated services must be consistent with the rate of compensation paid for similar work in the organization or the labor market. Fringe benefits may be included in the valuation. Volunteer services must be documented, and to the extent feasible, supported by the same methods used by the recipient organization for its own employees. The value of donated space may not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality. The basis for determining the value of personal services, materials, equipment and space must be documented.

Irrespective of the grant type, all match must be used in direct support of the project and must be fully expended during the grant period.

Each subrecipient organization must utilize a tracking system which clearly shows the source and use of these matching funds, as well as the period during which the funds were utilized in direct support of the project.

**G. Sources and Type of Funds**

1. Cash Match (hard) may be applied from the following sources:

- a. Funds from State and local unit of government that have a binding commitment of matching funds for programs or projects.
  - b. Funds contributed from private sources.
  - c. Program Income and the related interest earned on that program income generated from projects may be used as match provided it is identified and approved prior to making an award.
2. In-kind match may include: –
- a. Donations of expendable equipment
  - b. Office supplies
  - c. Workshop or classroom materials
  - d. Work space
  - e. Monetary value of time contributed by professional and technical personnel and other skilled and unskilled labor if the services they provide are an integral and necessary part of a funded project.

Subrecipients must maintain records that clearly show the source, the amount, and the period during which the match was allocated. The basis for determining the value of personal services, materials, equipment, and space must be determined. Volunteer services must be documented, and to the extent feasible, supported by the same methods used by the subrecipient for its own paid employees.

#### **H. Payment Method:**

**Invoice for Reimbursement** – The Invoice for Reimbursement is used by non-state agencies to request monthly reimbursements for expenditures incurred by the subrecipient. Funds will be distributed to subrecipients upon receipt of a properly prepared and signed invoice. Funds cannot be disbursed based on budgeted amounts. The expense must have actually occurred before the line item reimbursement can be made. (Please see Appendix P for Invoice Reimbursement Form and Instructions). There are three options available for submitting the monthly Invoice for Reimbursement Form, (1) mailing in the paper form, (2) submitting the form electronically – by e-mail (or diskette if the subrecipient does not have e-mail and (3) submitting the form by fax – this option is only available in emergency situations. Monthly invoices should be submitted to Robert Marshall, Department of Finance and Administration, Office of Business and Finance, 20<sup>th</sup> floor William R. Snodgrass Tennessee Tower, 312 8<sup>th</sup> Avenue North, Nashville, TN 37243-1700, [Rob.Marshall@state.tn.us](mailto:Rob.Marshall@state.tn.us)

- I. Accrued Liability:** A State of Tennessee accrued liability process occurs at the end of each state fiscal year (June 30) and allows non-state agencies an opportunity to receive payment for documented, reimbursable expenses that have not been reimbursed by the State of Tennessee by the time the State's annual conversion period to the new fiscal year occurs. The state's annual conversion period begins approximately July 10 and continues approximately three weeks. During the conversion period, no payments can be made to state grant subrecipients. In preparation for this conversion period, all non-state agencies will receive a notification letter on/or before June 15 of each fiscal year detailing the

proper procedures for fiscal year-end processing and payment of invoices. These procedures will include instructions to establish an accrued liability, if needed, by grant subrecipients. The accrued liability process must be followed, if needed, to ensure reimbursement for subrecipient expenses that are non-reimbursed prior to the year-end conversion period.

**J. Obligation and Expenditure of Funds.**

An obligation occurs when funds are encumbered, such as a valid purchase order or requisition to cover the cost of purchasing an authorized item on or after the begin date. These items or services must have been received and there must be an obligation to pay by the last day of the grant period in award. Any funds not properly obligated and expensed by the subrecipient within the grant award period will lapse and revert back to OCJP.

## Chapter VI

### PERSONNEL POLICIES AND PROCEDURES

Agency records and accounting systems must include the following components for personnel approved in the project's budget:

**A. Personnel Policies and Procedures:**

The subrecipient **must** have written personnel policies and procedures with regard to:

1. Work hours
2. Holidays, vacations, sick leave, and other leave time
3. Overtime pay and compensatory time
4. Termination
5. Qualifications
6. Written job descriptions
7. **Training Received**
8. **Supervision of Staff**
9. **Screening of staff to ensure that children and vulnerable adults are protected.**

**Background Checks could include the following:**

- Sex Offender Registry (TBI Website)**
- Criminal History Check**
- Driving Record Check (if transporting clients)**
- Proof of Liability Insurance (if transporting clients)**

Project officials must ensure that employees working on the grant-funded project are not receiving duplicate compensation (i.e., being paid with the grant funds while receiving a salary for the same periods from another source).

Overtime pay must be authorized in the approved budget, or prior written approval must be obtained from OCJP before a significant amount of overtime is worked. Salary supplements or bonuses, including severance provisions, to subrecipients may not be paid with federal funds without prior OCJP written approval.

Personnel working for more than one project must have sufficient records to show an accurate accounting of each project which have hours recorded to them. This can usually be accomplished by having personnel keep a detailed log of their activities for each project. Time sheets must accurately reflect hours spent working in separate programs.

**B. Personnel Costs: - Time and Attendance Records -** Accurate time and attendance records are required to be maintained for all personnel whose salary is charged to the project. These records should minimally contain the following information:

1. Date (day, month and year)
2. Employee's name
3. Position title

4. Total daily hours charged to the project
5. Employee's signature
6. Project director's or supervisor's signature
7. **Grant number**

The subrecipient may use any form that provides the above information.

### **C. Personnel Qualifications**

The narrative section of the grant application includes job descriptions determined by the subrecipient agency which establish the qualifications for each position. If an employee does not meet agency established personnel qualifications, a waiver must be requested from the Office of Criminal Justice Programs. The Office of Criminal Justice Programs must approve prior to employment any staff not meeting these requirements. A written waiver of personnel qualifications must be requested prior to the employee's employment. The written request for the waiver must explain the reason(s) for employing a staff person who does not meet the personnel qualifications. If approved, a copy of the request for waiver must be maintained in the employee's personnel file. The waiver request will approve the period of the individual's employment in the position and is applicable to that individual only.

To satisfy the requirement that staff are qualified for the positions in which they are employed it is necessary that the agency obtain verification of education, prior to employment, and/or training. Resumes of former work experience and references for new employees are strongly recommended.

### **D. Personnel File Requirements:** Agencies are required to maintain personnel files for all staff employed by grant monies. These records should minimally contain the following information:

1. Character/employment references
2. An agency application
3. A signed release of information
4. Job descriptions
5. Documentation of training/certification received such as the topic, presenter, length of training, dates
6. Documentation of minimum qualification
7. Documentation of background checks

## Chapter VII

### PROGRAM INCOME PROCEDURES

Program income may be used to supplement project costs or reduce project costs or may be refunded to the Federal government. Program income may only be used for allowable program costs. Unless specified by OCJP, program income should be used as earned and expended as soon as possible

**A. Program Income Defined**

Program income, as described in 28CFR, Part 66.25, means gross income received by the subrecipient directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. “During the grant period” is the time between the effective date of the award and the ending date of the award.

**B. Examples of Program Income and Disposition Requirements and the Policies Governing the Disposition of the Various Types of Program Income.**

1. **Addition Method** of handling program income. In the absence of other restrictions on disposition contained within the grant or the terms and conditions of the project, program income shall be added to the funds committed in the grant. The program income shall be used as earned by the subrecipient for any purpose that furthers the broad objectives of the legislation under which the grant was made (i.e., expanding the project or program, continuing the project or program that furthers the broad objective of the State, obtaining equipment or other assets needed for the project or program, or for other activities that furthers the statute’s objectives).
2. **Sale of Property.** In the case of real property purchased in part with Federal funds, the subrecipient may be permitted to retain title upon compensating OCJP for its fair share of the property. The Federal share of the property shall be computed by applying the percentage of the Federal participation (80%) to the current fair market value of the property.
3. **Royalties.** Subrecipients shall retain all royalties received from copyrights or other works developed under projects or from patents and inventions, unless the terms and conditions of the project provide otherwise or a specific agreement governing such royalties has been negotiated between OCJP and the subrecipient.
4. **Attorney’s Fees and Costs.** Income received pursuant to a court-ordered award of attorney’s fees or costs, which is received subsequent to completion of the project, is program income to the extent it represents a reimbursement for attorney’s fees and costs originally paid under the award. Disposition of such program income is subject to the restrictions on the use of program income set forth in the grant.

5. **Registration/Tuition Fees.** These types of program income shall be treated in accordance with disposition instructions set forth in the project's terms and conditions.

- C. **Accounting for Program Income.** All income generated as a direct result of an agency-funded project shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the grant. Unless specified by OCJP, program income should be used as earned and expended as soon as possible. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income. If there is no special condition on the grant concerning the accounting for program income after the funding period, then program income can be used at the discretion of the subrecipient. The Federal portion of program income must be accounted for at the same 80% or 65% ratio of the Federal participation in the project or program.

For example: A subrecipient was funded at 80 percent Federal funds and 20 percent non-Federal funds and the total program income earned by the grant was \$100,000; \$80,000 must be accounted for and reported by the subrecipient, as program income on the Quarterly Expenditure Report Form.

## **Chapter VIII**

### **SUPPLIES AND OPERATING EXPENSES**

#### **A. Purchasing Procedures:**

Purchasing procedures establish the authority and mechanics required in purchasing for the subrecipient's operation. The purpose is to establish guidelines and regulations governing the purchase of supplies, equipment, contractual services, and other items, to ensure that funds are expended in accordance with an approved budget and management's wishes, with consideration of the availability of funds to pay for such purchases, and in compliance with contractual provisions and relevant laws and regulations.

Written purchasing policies and procedures may encompass, but are not limited to, the following items and policies.

1. **Initiation of Purchase:** Any staff member authorized by the Project Director or designee may initiate a purchase. When a purchase is initiated, a standard requisition, or a memorandum describing the type of item and quantity desired, is prepared and signed by the staff member initiating the purchase.
2. **Authorization of Purchase:** Staff members may make direct purchases of items when the total cost does not exceed a prescribed limit. When items may cost more than the prescribed limit, the Project Director or designee must give advance approval of the acquisition. All requisitions, regardless of amount, should be submitted to the Project Director or designee. Orders totaling less than the prescribed limit may be submitted after the order is placed.
3. **Qualification of Vendors:** All vendors providing supplies, equipment, or services should be reputable firms having demonstrated capacity to produce or provide supplies, equipment, services, and other items within a reasonable time or within specific time limits established by the purchaser. Vendors should be subject to disqualification if they misrepresent quality, quantity, or price of what is being purchased. Vendors that exceed reasonable time limits should also be disqualified.
4. **Selection of Vendors:** Whenever possible, select qualified vendors on the basis of three price quotations or competitive bids. Secure competitive bids for all items exceeding a prescribed limit in unit cost and for aggregate orders exceeding a prescribed limit. Solicit price quotations from qualified vendors for items for which unit cost exceeds a prescribed limit. Under certain circumstances supplies, equipment, services, or other items may be purchased without bids or quotations. Quotations may not be necessary if a qualified vendor is the sole source of the items to be purchased, or, in cases of emergency, when immediate delivery is necessary for the entity's continued provision of adequate services.

All sole-source purchases should be reviewed by the Project Director or designee. In any event, the Project Director should be apprised of any sole-source purchase as soon as possible. A written memorandum explaining all emergency purchases

and all other sole-source purchases exceeding an amount determined by management should be attached to the file copy of the purchase order.

5. Purchase Order: Make all purchase orders (except when specific exceptions are permitted) by submitting consecutively numbered purchase order forms to vendors. The exceptions include contracts for professional services (where the contracts serve as detailed documentation), bills for utilities and office rental, and emergency telephone orders. Prepare requisitions or memorandums for emergency orders, travel claims, books, subscriptions, postage, proprietary fees and permits, and similar expenses. They should be approved in advance by the Project Director or designee. After approval, the telephone order or emergency purchase should be made by a person authorized by the Project Director to make emergency telephone orders or purchases.

Fill out every purchase order in triplicate. It should show the date, name of vendor, type, quantity, price of supplies and equipment, and other items to be purchased. A staff member officially designated to sign orders should sign each order. Submit the original to the vendor. File the first copy numerically; it constitutes an official authorization for disbursement after the order has been satisfactorily filled.

- a. Receipt of supplies and equipment should be certified by a staff member who has been assigned responsibility for receipt of all purchased items. Deliveries should be compared against the second copy of the purchase order and packing slip or invoice and should be examined for conformance to specifications in the order. The packing slip or invoice and the second copy of the purchase order should be signed if the delivery conforms to the purchase order. (If the invoice does not accompany the delivered goods, the signed packing slip should be compared to the invoice prior to the invoice being approved for payment.) The invoice, requisition, and second copy of the purchase order should be filed in invoice date order, alphabetically by vendor name.
- b. Match billings with the signed invoice, purchase order or requisition. Examine the billing to ensure that the amount requested for payment matches cost, types, and quantities shown on the signed invoice(s).
- c. The Project Director or designee should review the invoice, purchase order, requisition, and billing, and certify as to qualifications for payment. No invoice or bill should be paid without such certification.
- d. Purchase orders are not required for utility services (telephone, gas electricity) or for rental payments. Bills for these services should be reviewed by the appropriate official and paid in accordance with standard procedures for disbursement of funds. However, retain copies of all bills received for rent and utilities and file them chronologically, by vendor, or by expense category for no less than three years.

6. Disbursement of funds: Upon proper certification of invoices and bills, make disbursements in accordance with your standard procedures for the issuance of checks and vouchers.

## **B. Supporting Documentation**

Present supporting documentation to justify each journal entry. In most cases, staff members should use preprinted sequentially numbered forms, and written policies concerning the use of the forms should be established.

Following are examples of supporting documentation:

- All journals and ledgers
- Annual financial reports with working papers
- Annual program reports, including statistics, with working papers
- Bank reconciliations
- Bank statements
- Checks/Warrants
- Contracts
- Correspondence
- Deposit slips
- Fixed assets inventory listings
- Inventory count sheets
- Invoices
- Journal Vouchers
- Leave requests
- Petty cash count sheets
- Petty cash receipts
- Petty cash reimbursement requests
- Pre-numbered cash receipts
- Purchase orders
- Support for sole source decisions
- Telephone logs
- Time sheets
- Travel claims
- Written policies

Maintain a current roster of grant or contract agreements. Include the following information for each grant:

1. Grantor
2. Grant number
3. Title of grant
4. Catalog of Federal Domestic Assistance number
5. Period covered
6. Approved budget (latest revision)
  - a) Grantor share
  - b) Matching share
    - 1) Cash
    - 2) In-kind
7. Purpose of grant

Keep a file on each grant. The file should contain at least the following items:

1. Grant agreement, including grant budget
2. All grant agreement amendments
3. Copy of periodic financial reports
4. Copy of close-out report
5. Other pertinent information (e.g., correspondence, monitoring reports)

Keep information on in-kind contributions and matching requirements by grant in separate file folders, as necessary.

## Chapter IX TRAVEL

### A. Travel Voucher

All expenditures for travel should be substantiated by travel vouchers which contain the following information

1. Name of employee
2. Travel departure point(s) and destination(s)
3. Method of travel with documentation
4. Date and time of departure and return
5. Signature of employee
6. Approval of project director or supervisor
7. Grant number

### B. Documentation of Travel Expenditures

The travel expenditures should be properly documented and the following documentation should be attached to the travel voucher:

1. Paid motel/hotel receipts
2. Paid car rental bill and justification for renting rather than using public transportation
3. Airplane fare or other commercial transportation receipt

The subrecipient may use any form that provides the above information. All travel claimed must be specifically authorized in the approved budget and must be related to project goals.

In cases of agencies that already have written travel policies, procedures, and rates, personnel should follow those rates or the State rates whichever are lower. The Comprehensive Tennessee Travel Regulations Reimbursement Rate Schedule is a part of this Chapter. Any requests for exceptions higher to these rates must be approved in writing by OCJP.

4. Foreign Travel: Foreign travel includes any travel outside of Canada and the United States and its territories and possessions. Direct charges for foreign travel costs are allowable only when the travel has prior approval of OCJP. Indirect charges for foreign travel are allowable, with prior approval of OCJP, when

approved as part of the Federally approved indirect cost rate and they have a beneficial relationship to the project.

**Note: Effective August 1, 1999, reimbursement for a single meal for employees on a one day travel status will no longer be permitted. This change is being made in order to move the State into compliance with Internal Revenue Services regulations, which require such reimbursement to be treated as taxable income.**

**The Department of Finance and Administration**  
**Comprehensive Travel Regulations**  
**Travel Reimbursement Rate Schedule**  
*(Effective January 1, 2005)*

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**General Reimbursement Rates**

Standard Mileage Rate	\$	0.38/mile
Maximum Parking Fee Without Receipt		8.00/day
Fees for Handling Equipment/Promotional Materials		20.00/hotel

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**Out-of-State Reimbursement Rates**

Employees should utilize the U.S. General Services Administration CONUS (Continental United States) rates provided by the federal government. To view the CONUS rates, access the Department of Finance and Administration web page @ <http://www.state.tn.us/finance/> Click on Division of Accounts; then scroll to Policy Development where there is a direct link to the GSA CONUS rates. There is also a link on the Finance and Administration Intranet Travel Page Site at: <http://www.intranet.state.tn.us/finance/>.

Use the CONUS standard rates for all locations within the continental United States not specifically shown on the CONUS web page as a listed point. Both in-state and out-of-state meals and incidentals are reimbursed at 75% for day of departure and/or day of return.

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**In-State Travel Reimbursement Rates**

<b>Level I Counties and Cities</b>	<b>Maximum Lodging</b>	<b>Maximum Meals &amp; Incidentals</b>
Shelby County, Davidson County Gatlinburg, Pigeon Forge <i>(Includes Montgomery Bell, Pickwick Landing and Fall Creek Falls State Parks)</i>	\$75.00	\$38.00 (Pigeon Forge \$31.00)

<b>Level II Counties and Cities</b>	<b>Maximum Lodging</b>	<b>Maximum Meals &amp; Incidentals</b>
Knox, Hamilton, Sullivan, Williamson and <a href="#">Washington</a> Counties  <i>(Includes Henry Horton, Paris Landing, and Natchez Trace State Parks)</i>	\$65.00	\$31.00

<b>Level III</b>	<b>Maximum Lodging</b>	<b>Maximum Meals &amp; Incidentals</b>
All counties not listed above <i>(Includes Reelfoot Lake State Park)</i>	\$60.00	\$31.00

*In accordance with the provisions of TCA 4-3-1-8 (3) and the Comprehensive Travel Regulations, the above travel rates supersede and rescind all previous promulgated travel rates. These rates are effective January 1, 2005, and shall remain in effect until subsequently modified or withdrawn.*

*(Signature on file with the Department of Finance & Administration)*

\_\_\_\_\_  
Dave Goetz, Commissioner  
Department of Finance and Administration

\_\_\_\_\_  
Date

## **Chapter X**

### **PROPERTY AND EQUIPMENT**

Grant subrecipients are required to be prudent in the acquisition and management of property purchased with federal and state funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is already available within the subrecipient's organization will be considered an unnecessary expenditure.

#### **A. Screening:**

Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the organization can meet identified needs. While there is no prescribed standard for such a review, the subrecipient may establish procedures for a level of review dependent on facts such as the cost of the proposed equipment and the size of the organization. The establishment of a screening committee may facilitate the process; however, a subrecipient may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already available within the organization.

If the OCJP determines that the grant subrecipient does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

#### **B. Documentation:**

Receipts or invoices with order dates are required on all equipment items purchased with grant funds. Receipts should be approved and initialed by the Project Director or other authorized individual prior to payment. Invoices should be marked paid and should have the date, check number, grant number and initials of the Project Director on them. Documentation of equipment purchased and supporting receipts should also be maintained to provide for easier documentation.

#### **C. Management and Oversight of Equipment:**

Subrecipient procedures for managing equipment (including replacement), whether acquired in whole or in part with project funds, will, at a minimum, include the following requirements:

1. Property records or equipment inventory records must be maintained which include:
  - a. Subrecipient name and Purchasing Grant Award
  - b. Description of the property
  - c. Serial number or other identification number
  - d. Identification of who holds the title
  - e. Acquisition date
  - f. Cost of the property

- g. Percentage of Federal participation in the cost of the property
  - h. Location of property
  - i. Use and condition of property
  - j. Disposition data including the date of disposal and sale price.
- 2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- 3. A control system must exist to ensure adequate safeguards to prevent:
  - a. Loss;
  - b. Damage; or
  - c. Theft of the property.

**Note: Any loss, damage, or theft shall be investigated by the subrecipient, as appropriate. Subrecipients are responsible for replacing or repairing the property that is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.**

- 4. Adequate maintenance procedures must exist to keep the property in good condition.
- 5. If the subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

**D. Purchase of Computers and Related Equipment:**

All computers, servers, workstations, printers, scanners, and software purchased with federal funds must adhere to the Computer Guidelines for Office of Criminal Justice Programs (Appendix B). The purpose of these guidelines is to ensure adequate technical capability and computer compatibility among various services being provided by the State, and Federal governments.

**E. Disposition of Equipment:**

In the event of the termination of an OCJP grant prior to the end of the grant term, OCJP subrecipients should contact OCJP for instructions regarding equipment disposition

## Chapter XI

### PUBLICATION

**A. Definition:**

Publication shall be construed as the initiation of the procurement of writing, editing, preparation of related illustration material, including videos, from subrecipients, or the internal printing requirements of the subrecipient necessary for compliance with the terms of the project. However, individuals are authorized to make or have made by any means available to them, without regard to the copyright of the journal, and without royalty a single copy of any such article for their own use.

**B. Upon Publication of Documents:** Project Directors are encouraged to make the results and accomplishments of their activities available to the public. A subrecipient who publicizes project activities and results shall adhere to the following:

1. Responsibility for the direction of the project should not be ascribed to the Department of Health and Human Services or the Tennessee Office of Criminal Justice Programs.
2. All reports, studies, notices, informational pamphlets, press releases, signs, and similar public notices (written, visual or sound) prepared and released by the Grantee shall include the statement, **“This project is funded under an agreement with the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs and is supported by Award # \_\_\_\_\_ awarded by the Department of Health and Human Services, DHHS.”** Additionally, studies and research/report type publications expressing the direction of project activity must **also** contain the following federal funding statement:  
**“The opinions, findings, conclusions or recommendations contained within this document are those of the author and do not necessarily reflect the views of the Department of Health and Human Services”.**
3. A recipient/subrecipient is expected to publish or otherwise make widely available to the public, as requested by OCJP, the results of work conducted or produced under an award.
4. The Subrecipient also agrees that one copy of any such publication will be submitted to the Office of Criminal Justice Programs of the Department of Finance and Administration to be placed on file and distributed as appropriate to other potential subrecipients or interested parties.
5. All publications and distribution agreements with a publisher will include provisions giving the Federal government a royalty-free, non-exclusive, and

irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes. (Refer to Copyrights section of Chapter 6 of the U.S. Department of Justice, Office of Justice Programs, Office of the Comptroller, Financial Guide.)

6. Unless otherwise specified in the award, the subrecipient may copyright any books, publications, films, or other copyrightable material developed or purchased as a result of award activities. Copyrighted material shall be subject to the same provisions of the federal government.
7. The subrecipient shall submit a publication and distribution plan to the OCJP before materials developed under an award are commercially published or distributed. The plan shall include a description of the materials, the rationale for commercial publication and distribution, the criteria to be used in the selection of a publisher, and, to assure reasonable competition, the identification of firms that will be approached. Prior OCJP approval of this plan is required for publishing project activities and results when Federal funds are used to pay for the publication.

## Chapter XII

### PROCUREMENT OF GOODS AND SERVICES

#### Procurement Standards:

1. **General.** The subrecipient shall follow the same policies and procedures it uses for procurement from its non-Federal funds. The subrecipient shall ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders, their implementing regulations and the grant contract provisions.
2. **Standards.** Subrecipients shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal law and the standards identified in the Procurement Standards Sections of 28 CFR Parts 66 and 70. Any subrecipient whose procurement system has been certified by a Federal agency is not subject to prior approval requirements of 28 CFR Parts 66 and 70. The OCJP's prior approval will only be required for areas beyond limits of the subrecipient certification.
3. **Adequate Competition.** All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Interagency agreements between units of local government are excluded from this provision.
4. **Non-competitive Practices.** The subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors which may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OCJP.

## Chapter XIII

### PROCUREMENT OF PROFESSIONAL SERVICES

Subrecipients must secure professional services through competitive bidding or the use of competitive negotiation.

- A. State Approval(s):** All Requests for written Proposals (RFPs), Invitation to Bid, or other competitive bidding processes and documents are subject to prior written approval of the OCJP before being undertaken by the subrecipient.
- B. Daily Records:** Adequate daily records should be maintained to prove that the professional service contractor has in fact performed the services. They should contain the following information:
1. Hours and dates worked on the project.
  2. A description of services performed
  3. Records of actual supplies and operating expenses included in the contract
- C. Professional Services Contracts:** A signed, written subcontract **along with a detailed description of the competitive bidding process used** for all professional services must be forwarded to the OCJP for written approval prior to issuance and maintained on site in the subrecipient's file. Subcontracts must include a complete budget for the contracted expenses. The OCJP Subrecipient Contractual Agreement Format **must** be used for all subrecipient contracts with other entities (See Appendix C). In addition, all contracts for professional services should include at least the following provisions:
1. The identity of the contracting parties.
  2. A statement of work expressed in clear, concise terms for tasks to be accomplished.
    - a. The specific duties of the professional service contractor should be stated in such a way that he/she knows what is required and to permit the subrecipient to determine that the requirements have been met before making payment.
    - b. The tasks, when accomplished, should produce results consistent with the project objectives.
    - c. Sentences should be written so that there is no question as to whether or not the professional services contractor is to be obligated (i.e., "The contractor shall do this work," not "this work will be required,")

- d. Persons or committees who will approve reports or specific accomplishments should be specific and part of the contract price should be contingent upon that approval.
- e. Proper reference documents should be described.
- f. Avoid implied requirements and eliminate any material not pertinent to the professional service contract.
- g. Consultant rates of payment are to be reasonable and consistent with that paid for similar services in the market place. Consideration will be given to compensation including fringe benefits for those individuals whose employers do not provide the same. In addition, when the rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day, a written PRIOR APPROVAL is required from OCJP. Prior approval requests require additional justification. An eight-hour day may include preparation, evaluation, and travel time in addition to the time required for actual performance. Please note, however, that this does not mean that the rate can or should be \$450 for all consultants. Rates should be developed and reviewed on a case-by-case basis and must be reasonable and allowable in accordance with OMB cost principles. Approval of consultant rates in excess of \$450 a day that are part of the original application with appropriate justification and supporting data will be approved on a case-by-case basis.

(1). Consultants associated with Educational Institutions: The maximum rate of compensation that will be allowed is the consultant's academic salary projected for 12 months, divided by 260. These individuals normally receive fringe benefits which include sick leave for a full 12 month period even though they normally only work nine months per year in their academic positions.

(2). Consultants Employed by Local Government: Compensation for these consultants will only be allowed when the unit of government will not provide these services without cost. If a local government employee is providing services under a Federal grant and is representing their agency without pay from their respective unit of government, the rate of compensation is not to exceed the daily salary rate for the employee paid by the unit of government. If the local government is providing services under a Federal grant and is not representing their agency, the rate of compensation is based on the necessary and reasonable cost principles.

(3) Independent Consultants: The rate of compensation for these individuals must be reasonable and consistent with that paid for similar services in the market place. Compensation may include fringe benefits.

3. Professional service contracts shall contain certain suitable provisions for termination by the subrecipient (your organization), including the manner by which it will be effected and the basis for settlement.

Such provisions normally include:

- a. Termination for default in performance
  - b. Termination for convenience of subrecipients (e.g., discontinuation of federal funds).
4. Professional service must provide a description of compensation and methods of payment.
  5. All professional services contracts must include a provision allowing OCJP, the subrecipient, the Department of Health and Human Services, and the Comptroller General of the United States, or any of their duly-authorized representatives, to have access, for purposes of audit and examination, to any records pertinent to the grant upon demand.
  6. With regard to patents and copyrights, OCJP and the Department of Health and Human Services shall have irrevocable, nonexclusive royalty-free license to any invention and to reproduce, publish, and use any materials, in whole or in part, and authorize others to do so, which are produced utilizing federal funds provided under the terms of a subgrant.

**Note:** OCJP Subrecipient Contractual Agreement Format is available in Appendix C of this manual

## Chapter XIV ALLOWABLE COSTS

Allowable costs are those costs principles identified in OMB Circular A-87 for State and Local Government, OMB Circular A-122 for Non-Profit Organizations, and in the grant program's authorizing legislation. In addition, costs must be reasonable, allocable, necessary to the project, and comply with the funding statute requirements. Discussion of certain elements of the following costs are listed below.

- A. Immediate Health and Safety** - Those services which respond to the immediate emotional and physical needs (excluding medical care) of family violence victims such as crisis intervention, accompaniment to hospitals for medical examinations, hotline counseling, emergency food, clothing, transportation, and shelter, and other emergency services.
- B. Special Services** assist family violence victims with managing practical problems created by the victimization such as acting on behalf of the victim with other services providers, creditors, or employers, assisting the victim to recover property that is retained as evidence, assisting in applying for social service benefits.
- C. Personnel Costs** that are directly related to providing direct services, such as staff salaries and fringe benefits, and the cost of training paid and volunteer staff.
- D. Training Related Travel:** Family Violence Shelter funds can support costs such as travel, meals, lodging, and registration fees to attend training within the state or a similar geographical area. Subrecipients are encouraged to first look for available training within their immediate geographical area. However, when needed training is unavailable within the immediate area, OCJP may authorize using Family Violence Shelter funds to support training outside of the geographical area. Expenses and reimbursement for all in state and out of state travel must follow the State of Tennessee Comprehensive Travel Regulations or the subrecipient travel regulations/rates, if lower.
- E. Advanced Technologies:** At times, computers may increase a subrecipient's ability to reach and serve family violence victims. In making such expenditures, Family Violence Shelter subrecipients must describe to OCJP how the computer equipment will enhance services to victims, how it will be integrated into and/or enhance the subrecipient's current system, the cost of installation, the cost of training staff to use the computer equipment, the ongoing operational costs, such as maintenance agreements, supplies, and how these additional costs will be supported. Property insurance is an allowable expense as long as FVS funds support a prorated share of the cost of the insurance payments. Property records must be maintained with the following: a description of the property and a serial number or other identifying number, identification of title holder, the acquisition date, the cost and the percentage of FVS funds supporting the purchase, the location, use, and condition of the property, and any disposition data, including the date of disposal and sale price. Purchases of computer and software, hardware and other related equipment must follow the Office of Criminal Justice Program's Computer Policy Guidelines, in Appendix B. **Contact your OCJP Program Manager prior to any purchases of computer or telecommunications equipment.**
- F. Operating Costs:** Examples of allowable operating costs include supplies, equipment use fees, when supported by usage logs, printing, photocopying, and postage, brochures which describe available services, and books and other victim related materials. FVS funds may support administrative time to complete FVS required time and attendance

sheets and programmatic documentation, reports, and statistics, administrative time to maintain victim's records, and the pro-rated share of audit costs.

- G. Public Presentations:** FVS funds may be used to support presentations that are made to family violence victims and provide or refer them to needed services. Specifically, activities and costs related to such programs including presentation materials, brochures, and newspaper notices can be supported with FVS funds.
- H. Perpetrator Rehabilitation and Counseling:** Subrecipients may use Family Violence Shelter funds to offer rehabilitative services to perpetrators as long as the victims needs have been met.
- I. Travel:** In cases of agencies that already have written travel policies, procedures, and rates personnel should follow those rates or the state rates, whichever are lower. Any request for exceptions higher to these rates must be approved in writing by OCJP.
- J. Conference and Workshops.** Allowable cost may include:
  - ◆ Conference and meeting arrangements
  - ◆ Publicity;
  - ◆ Registration;
  - ◆ Salaries of personnel;
  - ◆ Rental of staff offices;
  - ◆ Conference space;
  - ◆ Recording or translation services;
  - ◆ Postage;
  - ◆ Telephone charges; and
  - ◆ Travel expenses (including transportation and subsistence for speakers or participants).
  - ◆ Lodging

Effective January 1, 2001, all OCJP funded contracts for events that include lodging for 30 or more participants must not exceed the Federal per diem rate for lodging. In the event the lodging rate is not the Federal per diem rate or less, none of the lodging costs associated with the event would be allowable costs to the award. As a result, the recipient would be required to pay for all lodging costs for the event, not just the amount in excess of the Federal per diem. For example, if the Federal per diem for lodging is \$78 per night, and the event lodging rate is \$100 per night, the recipient must pay the full \$100 per night with non-grant funds, not just the difference of \$22 per night.

**K. Food or Beverage**

Definition: Food and Beverages retain their common meanings. Food and beverages are considered in the context of formal meals and in the context of refreshments served at short, intermittent breaks during an activity. Beverages do not include alcoholic beverages.

Food and/or beverage expenses provided by subrecipients are allowable subject to the conditions stated below:

1. Food and/or beverages were provided to participants at training sessions, meetings, or conferences that are allowable activities.

2. Expenses incurred for food and/or beverages provided at training sessions, meetings, or conferences must satisfy the following three tests: **(Please note: The presence of Federal employees does not prevent the provision of food and beverages under the three-part test)**
  - a. The cost of the food and/or beverages provided are considered to be reasonable.
  - b. The food and/or beverages provided are subject of a work-related event.
  - c. The food and/or beverages provided are not directly related to amusement or social activities. (Any event where alcohol is being served is considered a social event, and, therefore, costs associated with that event are not allowable.)

The recipient adheres to the applicable definitions for food and beverages contained in the Financial Guide Glossary

Each recipient that desires to purchase food and/or beverages under a grant, or contract under a grant, should follow the food and beverage policy guidelines. Guidance should be applied within the context of each individual situation. While food and/or beverages are allowable, recipients are not required to provide them at training sessions, meetings, or conferences.

To determine whether costs associated with food and/or beverages are allowable, the Subgrantee should consider:

1. To whom the food and/or beverages will be provided;
2. Under what conditions the food and/or beverages will be provided; and
3. That the appropriate test(s) has been satisfied. (see above)

The top ten tips for provisions of food and beverages provided under Office of Justice Programs (OJP) follows:

1. Provide a speaker at a lunch or dinner.
2. Support the event with a formal agenda.
3. The event must be mandatory for all participants.
4. Do not pay for bar charges using registration fees, program income etc.
5. Do not make alcoholic beverages available at the event.
6. Provide appropriate break foods.

**L. Space.** The cost of space in privately - or publicly - owned buildings used for the benefit of the program is allowable subject to the conditions stated below:

The total cost of space may not exceed the rental cost of comparable space and facilities in a privately owned building in the same locality.

The cost of space procured for program usage may not be charged to the program for periods on non-occupancy, without authorization of the Federal-awarding agency.

1. **Rental Cost.** The rental cost of space in a privately owned building is allowable. Rent cannot be paid if the building is owned by the grantee or if the grantee has a substantial financial interest in the property. However, the cost of ownership is an allowable expense. Similar costs for a publicly owned building are allowable where "rental rate" systems, or equivalent systems that adequately reflect actual costs, are employed. Such charges must be determined on the basis of actual cost (including depreciation-based on the useful life of the building, operation and maintenance, and other allowable costs). Where these costs are included in rental charges, they may not be charged elsewhere. No costs will be included for purchases or construction that were originally financed by the Federal government.
  2. **Maintenance and Operation.** The cost of utilities, insurance, security, janitorial services, elevator services, upkeep of grounds, normal repairs and alterations, and the like are allowable to the extent they are not otherwise included in rental or other charges for space.
  3. **Occupancy of Space Under Rental-Purchase or a Lease with Option-to-Purchase Agreement.** The cost of space procured under such arrangements is allowable when specifically approved by OCJP. This type of arrangement may require application of special matching share requirements under construction programs.
  4. **Depreciation and Use Allowances on Public-Owned Buildings.** Depreciation or a use allowance on idle or excess facilities is NOT ALLOWABLE.
- M. Software development is an allowable cost and may be expended in the period incurred.
- N. Depreciation is an allowable cost and an accelerated method should not be used.
- O. Post-employment benefits are allowable costs if funded in accordance with actuarial requirements. Funds must be paid within six months of recordation.

## Chapter XV UNALLOWABLE COSTS

Unallowable costs are those cost principles identified in the OMB Circular A-87 for State and Local Governments and OMB Circular A-122 for Non-Profit Organizations and in the grant program's authorizing legislation.

The following services, activities, and costs, although not exhaustive, **CANNOT** be supported with Family Violence Shelter grant funds

- A. Construction.** Use of grant funds for construction projects is prohibited under both state and federal guidelines for this program.
- B. Land Acquisition.** The funding legislation specifies that no Federal award involving the renting, leasing, or construction of buildings or other physical facilities shall be used for land acquisition. Accordingly, land acquisition cost are unallowable.
- C. Supplanting.** Federal funds cannot be used to supplant state or local funds. Supplanting means that federal funds are used to replace state or local funds that would, in the absence of such federal aid, be made available for law enforcement, criminal justice system improvement, and victim compensation and assistance. All applicants must certify that grant money will be used to increase the amount of funds available for the applicable criminal justice or victim service activity.
- D. Compensation of Federal Employees.** Salary payments, consulting fees, or other enumeration of full-time Federal employees are unallowable costs.
- E. Travel of Federal Employees.** Costs of transportation, subsistence, and related travel expenses of awarding agency employees are unallowable charges. Travel expenses of other Federal employees for advisory committee or other program or project duties or assistance are allowable if they have been:
  - 1. Approved by the Federal employee's Department or Agency; and
  - 2. Included as an identifiable item in the funds budgeted for the project or subsequently submitted for approval.
- F. Bonuses or Commissions.** The subrecipient is prohibited from paying any bonus or commission to any individual or organization for the purpose of obtaining approval of an application for award assistance. Bonuses to officers or board members of profit or non-profit organizations are determined to be a profit or fee and are unallowable.
- G. Lobbying.** All subrecipients must comply with the provisions of the government- wide Common Rule on Restrictions on Lobbying, as appropriate.

The following lobbying cost prohibition is applicable to all subrecipients of funding:

- 1. Attempting to influence the outcome of any Federal, State, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity; and

2. Establishing, administering, contributing to, or paying for the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcome of elections.
3. Attempting to influence: (a) the introduction of Federal or State legislation; or (b) the enactment or modification of any pending Federal or State legislation through communications with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any government official or employee in connection with a decision to sign or veto any legislation.
4. Publicity or propaganda purposes designed to support or defeat legislation pending before legislative bodies.
5. Paying, directly or indirectly, for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any matter a member of Congress or a State legislature, to favor or oppose, by vote or otherwise, any legislation or appropriation by either Congress or a State legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation.
6. Engaging in legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effects of legislation, when such activities are carried out in support of or in knowing preparation for an effort to engage in unallowable lobbying, or
7. Paying a publicity expert.

Activities that are exempt from the above coverage include:

1. Providing a technical and factual presentation of information on a topic directly related to the performance of an award, through hearing testimony, statements, or letters to the Congress or a State legislature, or subdivision, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body, or subdivision, or a cognizant staff member thereof, provided such information is readily obtainable and may be readily put in deliverable form, and further provided that costs under this section for travel, lodging, or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
2. Any lobbying made unallowable by the above paragraph to influence State legislation or to directly reduce the cost or to avoid material impairment of the organization's authority to perform under the award.

3. Any activity specifically authorized by statute to be undertaken with funds from an award.
4. Providing testimony to introduce and support general statutory reform, such as criminal or juvenile code revisions before State legislative bodies.
5. Providing testimony before the State legislature on legislative issues or pending legislation.

**H. Fund Raising.** Costs of organized fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions, may not be charged either as direct or indirect costs against the award. Neither the salary of persons engaged in such activities nor indirect costs associated with those salaries may be charged to the award, except insofar as such persons perform other funding-related activities.

An organization may accept donations (i.e., goods, space, services) as long as the value of the donations is not charged as a direct or indirect cost to the grant.

A subrecipient may also expend funds, in accordance with approved award terms, to seek future funding sources to "institutionalize" the project, but not for the purpose of raising funds to finance related or complementary project activities.

**Nothing in this section should be read to prohibit a subrecipient from engaging in fund raising activities as long as Federal or non-Federal award funds do not finance such activities.**

**I. Corporate Formation.** The cost for corporate formation may not be charged either as direct or indirect costs against the award.

**J. State and Local Taxes** are unallowable when the government assesses taxes upon itself or disproportionately to Federal programs. An example of an unallowable tax would be if the government levied taxes as a result of Federal funding. An example of an allowable sales tax would be user taxes, such as gasoline tax. These provisions become effective as of the government's fiscal year beginning on or after January 1, 1998.

**K. Conferences and Workshops.** Unallowable costs include:

- ◆ Entertainment
- ◆ Sports
- ◆ Visas
- ◆ Passport Charges
- ◆ Tips
- ◆ Bar Charges/Alcoholic Beverages
- ◆ Laundry Charges
- ◆ Lodging costs in excess of Federal per diem. For events of 30 or more participants that are funded with an OCJP award, if lodging costs exceed the Federal per diem, none of the lodging costs are allowable, effective January 1, 2001.

**L. Other Unallowable Expenses:**

- ◆ Legal Fees
- ◆ Costs in applying for this grant

- ◆ Any expenses prior to the grant award date
- ◆ First Class Travel
- ◆ Management or administrative training
- ◆ Sole source contractors (without prior written approval from the Office of Criminal Justice Programs)
- ◆ Depreciation or a use allowance on idle or excess facilities
- ◆ Costs incurred outside the project period. Any costs that are incurred either before the start of the project period or after the expiration of the project period are not allowable.

NOTE: This list is not all-inclusive. For further clarification contact OCJP

<p style="text-align: center;"><b>Chapter XVI</b></p> <p style="text-align: center;"><b>INDIRECT COSTS</b></p>
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Indirect Costs are those cost principles identified in the OMB Circular A-87 for State and Local Governments and OMB Circular A-122 for Non-Profit Organizations and in the grant program's authorizing legislation.

**A. Definition**

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect costs.

**B. Approved Plan Available**

1. Should the subrecipient request reimbursement for indirect cost, the subrecipient, must submit to OCJP a copy of the indirect cost rate approved by the cognizant state agency and OCJP.
2. The OCJP may accept any current indirect cost rate or allocation plan previously approved for a subrecipient by the cognizant Federal agency on the basis of allocation methods substantially in accord with those set forth in the applicable cost circulars.
3. Where the approved final indirect cost rate is lower than the actual indirect cost rate incurred, subrecipients may not charge expenses included in overhead pools (e.g., accounting services, legal services, building occupancy and maintenance, etc.) as direct costs.
4. The subrecipient will be reimbursed indirect cost as detailed in the Grant Budget and as substantiated by the approved indirect cost rate. Once the subrecipient makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant state agency and OCJP.

**C. No Approved Plan**

If an indirect cost proposal for recovery of actual indirect costs is not submitted to the cognizant state agency and OCJP within three months of the start of the award period, indirect costs will be irrevocably lost for all months prior to the month that the indirect cost proposal is received. This policy is effective for all contracts.

**D. Cost Allocation Plan – Central Support Services**

State agencies and local units of government may not charge to an award the cost of central support services supplied by the State or local units of government except pursuant to a cost allocation plan approved by the cognizant Federal agency. The rate, which is to be applied, may be on a fixed, predetermined, or fixed-with-carry-forward provision.

## Chapter XVII

### CONTRACT REVISION

#### A. Budget Revisions

It is the responsibility of the subrecipient to adhere to the OCJP approved grant budget or, in certain circumstances, request revision to the budget as modifications become necessary. OCJP recognizes that minor line-item budget revisions may be needed over the course of the grant term. It is therefore permissible to increase or decrease certain line-items without OCJP approval, but certain types of budget revisions must receive prior written approval from OCJP. **Documentation of any budget modification must be maintained and available for review within the program.**

Movement of dollars between previously approved budget line-items is acceptable without OCJP written approval, up to ten percent (10%) of the total state and federal award amount, provided:

- They are non-personnel related line-item.
- They do not include line-items with zero dollar amounts.
- **The items within the budget detail worksheet have been previously approved by OCJP**

However, when the cumulative proposed line-item change exceeds ten percent (10%) of the total state and federal award amount, prior written approval from OCJP is required before any movement of dollars can occur. In addition, **any changes, including changes in detail/narrative boxes**, to personnel line items or line-items with zero dollar amounts requires prior OCJP written approval.

**Subrecipient agencies requesting a budget revision as a result of a grant funded position(s) being vacant must adhere to the following:**

- The vacant position(s) was/were reported in writing to OCJP within ten 10 days.
- The vacant position(s) was/were filled within forty-five 45 days or a letter was submitted to OCJP justifying the delay and explaining how services are being provided while the position is vacant.

**Failure to abide by this requirement may result in the agency losing the position(s) in question.**

The movement of money between line items may only occur for allowable expenses. (See Chapters XIV and XV for Allowable and Unallowable Costs). Budget revisions do not change the total amount of funding available for the grant.

It is the expectation of OCJP that subrecipients internally review grant budgets regularly to assure that program funds are being utilized as indicated and in a fiscally responsible manner throughout the contract period.

1. **Prior Written Approval Not Required**

- a. Budget line-items may be revised without prior written approval from OCJP if the total amount of non-personnel funds to be moved is cumulatively less than ten percent 10% of the total state and federal amount, if the items **within the budget detail worksheet** have been previously approved by OCJP and do not include line-items with zero dollar amounts. Subrecipients should routinely review grant budgets to assure program funds are being utilized correctly and efficiently.

2. **Prior Written OCJP Approval Required**

- a. When proposed changes to non-personnel line items of grant budgets exceed ten percent (10%) cumulatively of the total state and federal award amount, written approval from OCJP must be secured prior to implementing the change. **Budget revisions requesting retroactive approval to a prior date will not be approved.**
- b. All proposed changes to personnel line items require prior written approval from OCJP.
- c. All proposed changes to line-items with zero dollar amounts require prior written approval from OCJP.
- d. All items within the budget detail worksheet that have been previously approved by OCJP would require written approval from OCJP. **(Ex. An original budget line item of supplies has an approved amount of \$1,000 for paper, pencils, cell phones, and pagers but you wish to purchase office furniture while keeping the line item under \$1,000, however the furniture itself was not in the original budget, OCJP approval would be required because the line item never received OCJP approval).**

3. **Procedures to Request Budget Revisions**

The written request and the revised budget pages must be submitted to OCJP for written approval **prior to the changes being implemented.**

- a. Complete the FVS Budget Revision Forms provided on the OCJP web site ([www.state.tn.us/finance/rds/ocjp.htm](http://www.state.tn.us/finance/rds/ocjp.htm)) to include the following:
  - An explanation of why there are excess funds in one or more categories, why funds can be better spent in another category, and the effect the approval or denial of the revision will have on the project purpose goals;
  - A **complete** set of budget sheets that will replace the existing budget. Therefore, all line items that are to be included in your current budget must be completed in the proposed revised budget, not just the line items that are revised.

4. All budget revision requests, which require OCJP prior approval, must be received prior to June 1, within the fiscal year in question, to be considered. Requests after June 1 will not be considered.
5. Budget revisions may be hand delivered, mailed, faxed, or e-mailed. It is not good use of grant money to send budget revisions by FedEx, priority mail, etc.
6. Budget revisions will only be considered for the current fiscal year.
7. OCJP will respond in writing, either approving or denying all complete budget revision requests within fifteen 15 days of receipt. Written approval from OCJP is required before movement of dollars can occur.

## **B. Program Revisions**

The subrecipient **must obtain prior written approval** from OCJP for any change in project purpose/goals or intended outcomes. Program revisions are not necessary for minor changes in activities and outputs, only in changes that significantly change the needs of the clients to be met and the purpose/goals of the project. The following changes in a grant-funded project will require a program revision:

- a. Expanding or decreasing the geographic area to be served
- b. Changing the target group to be served
- c. Modifying the types of client needs to be addressed by the project

While this is not an inclusive list, it is OCJP's intent that a program revision be requested only when a change in direction of a project is anticipated.

The written request to make program adjustments must include:

- a. A description of the reason(s) for the requested change.
- b. A statement describing the effect the requested change would have on the program purpose and outcomes.
- c. A revised project logic model incorporating the revised information.

**The written request and the revised program narrative must be submitted to OCJP for written approval prior to the changes.**

## **Chapter XVIII**

### **CONTRACT AMENDMENT**

#### **A. Budget Amendment:**

Unlike a budget revision, a proposed budget amendment contemplates a change in the overall funding level of a contract. A budget amendment is necessary anytime the total funding amount of a grant/contract is increased or decreased. The subrecipient must secure prior written approval from OCJP for any contract budget amendments prior to the official contract amendment process. The written request, accompanied by amended detail and summary budget pages, and any related documentation must be submitted to OCJP for approval. Only after written approval by OCJP and contract amendments signed by the subrecipient and the Commissioner of the Department of Finance and Administration will the budget amendments be executed.

#### **B. Program Amendment:**

In order to significantly modify the programmatic goals and/or objectives of an original contract, new Program Narrative Statements must be developed demonstrating change in the Target Population, Project Goals, Objectives, Project Activities, Collaborative Activities, Staffing Goals and Objectives. These proposed changes must be submitted in writing to OCJP for approval. OCJP will in turn review the recommendations and determine if the changes warrant pursuit of a contract program amendment. Only after written approval by OCJP and contract amendments signed by the subrecipient and the Commissioner of the Department of Finance and Administration will the program amendments be executed.

#### **C. Contract Term Amendment**

A contract amendment that is intended to change the term (duration) of a contract must follow the same procedures as described in paragraphs A and B above. Explanation of why the term needs to be changed along with documentation describing how the change will impact the existing contract project must be provided in written form to OCJP. Only after written approval by OCJP and contract amendments signed by the subrecipient and the Commissioner of the Department of Finance and Administration will the contract term amendment be executed.

#### **D. Name Change Amendment**

1. A contract amendment is required to change the legal name of a subrecipient agency.
2. An agency name change request must be submitted in writing to OCJP along with copies of the official documentation supporting the legal action. This legal action generally involves non-profit agencies and results in approval of the Amendment

to the Charter on file with the Secretary of State. OCJP will in turn review the documentation and amend existing OCJP contracts to reflect the legal change.

3. Revised Substitute W-9 forms and ACH (Automated Clearing House) forms must also be submitted to OCJP before the amendment can be processed. (Forms found in Appendices Q and R).
4. Only after written approval by OCJP and contract amendments signed by the subrecipient and the Commissioner of the Department of Finance and Administration will the name change amendment be executed.

## Chapter XIX REPORTING REQUIREMENTS

All subrecipients are responsible for periodic reporting of output and outcome data on their projects to OCJP. Reporting requirements for Family Violence Shelter subrecipients include a Semi-Annual Output Report, Semi-Annual Outcome Report, Annual Output and Outcome Reports, Quarterly Expense Report, and an Invoice for Reimbursement Form. These reports are used to monitor projects, fulfill federal and grant reporting requirements, provide information for state strategies and implementation plans, and to assist OCJP in determining project success and funding allocations. **An example of the Family Violence Reporting is provided in the Forms Appendix of this manual. Forms may be reproduced locally, but should maintain the original form and content.** NOTE: The FVS Monthly Reporting Form is to be used by the subrecipient as an internal tool for the collection and reporting of data to OCJP on the semi-annual and annual output reports. **The Monthly Report is not to be submitted to OCJP.**

**NOTE: The subrecipient is required to gather and maintain statistical data relating to grant project activities as required by the Office of Criminal Justice Programs. The data collected should support the information submitted on the semi-annual and annual reports. OCJP may periodically request to see back-up data that supports the information submitted on your semi-annual and annual output and outcome reports.**

The Project Director is responsible for timely submission of completed reports. **Note: Inability to submit required reports is considered failure of a required contract obligation.**

- A. FVS Semi-Annual Output Reporting:** Project Directors will submit a completed FVS Semi-Annual Output Report on their FVS projects for the period July 1<sup>st</sup> through December 31<sup>st</sup>. Reports describe in output data progress for the first six months of the project period. This report should be submitted by January 31<sup>st</sup>.
- B. Annual Output Reporting:** The second output reporting is required at the end of each contract year. The Annual Output Report covers the period of **January 1<sup>st</sup> through June 30<sup>th</sup>**. The Annual Output Report should be submitted to OCJP by July 31<sup>st</sup>.
- C. Semi-Annual Outcome Reporting:** Outcome reporting is required of all subrecipients at mid-year. **The** Semi-annual Outcome Reports covers the period July 1<sup>st</sup> through December 31<sup>st</sup>. Outcomes are benefits resulting for the participants from the program activities. OCJP is interested in collecting project outcome data based on the “core outcomes” by project type. The Outcome Report should be submitted to OCJP by January 31<sup>st</sup>. Core Outcome Indicators and Recommended Measures and Data Collection Methods are included in **Appendix N**. The Domestic Violence Sample Client Satisfaction Survey is included in **Appendix O**. **The Semi-annual Outcome report should be submitted to OCJP by January 31<sup>st</sup>.**
- D. Annual Outcome Reporting:** The second outcome reporting is required at the end of each contract year. The Annual Outcome Report covers the period of **January 1<sup>st</sup> through June 30<sup>th</sup>**. The Annual Outcome Report should be submitted to OCJP by July 31<sup>st</sup>.

- E. **Community and/or Collaboration Surveys** (as required based on your program type) cover the period **July 1<sup>st</sup> through June 30<sup>th</sup>**. The Community and Collaborator Survey Reports should be reported annually to OCJP by July 31<sup>st</sup>.

**NOTE:** You are not required to use client surveys to collect required **core outcome data**, but you are required to provide data addressing the core outcome indicators and measures for your specific project type, using a standard five-point scale for all client feedback and satisfaction data. You may also choose to use other available data sources to further validate and verify subrecipient data i.e. exit interviews, case notes, focus groups, **staff observations, etc.** **NOTE: Data based on staff observations should be submitted as supplemental and NOT included with client feedback data.**

- F. **Quarterly Expense Report:** (Non-Profit Agencies Only) This report consists of the Program Expense Report (Schedule A), the Program Revenue Report (Schedule B), and the Final Program Expense Summary Page (Schedule C). Schedule A is used for submitting detailed and total expense budgets and detailed and total reports. Schedule B is used for submitting revenue budgets and for revenue reports by source with reconciliation between total expenses and reimbursable expenses. Schedule C is intended to recap all direct expenses in one column, as well as determine a grand total of all expenses. Quarterly Expense Reports are due no later than fifteen (15) days following the end of the quarter for which the report is completed. These reports are sent to the Fiscal Manager at OCJP (See Appendix L).

**NOTE:** Non-Profit subrecipients should review reporting requirements as specified in *Accounting and Financial Reporting for Not-For-Profit Recipients of Grant Funds in Tennessee.*

- G. **F&A Invoice for Reimbursement:** The Invoice for Reimbursement is used to request monthly reimbursement for line-item expenditures incurred by the subrecipient. Expenditures which are allowable according to the appropriate OCJP Administrative Guide for Family Violence Shelter and Shelter Services, may be disbursed upon receipt of a properly prepared and signed invoice. Funds cannot be disbursed based on budgeted amounts. The expense must have actually occurred before line-item reimbursement can be made. The monthly invoices are due no later than the 5<sup>th</sup> day of the following month for which expensed are being billed. **Monthly invoices should be submitted to:**

**Robert Marshall**  
**Department of Finance and Administration**  
**Office of Business and Finance**  
**20<sup>th</sup> floor William R. Snodgrass Tennessee Tower**  
**312 8<sup>th</sup> Avenue North, Nashville, TN 37243-1700**  
**[Rob.Marshall@state.tn.us](mailto:Rob.Marshall@state.tn.us) (See Appendix P).**

## Chapter XX

### PERFORMANCE MEASUREMENT AND DECISION MAKING

#### A. PERFORMANCE MEASUREMENT

1. The Office of Criminal Justice Programs, like all funders, wants to be a responsible steward of limited federal and state grant money. To accomplish this goal, OCJP works to assure that grants are awarded to agencies that can demonstrate they make a difference for clients. The change in focus, for subrecipient agencies, from outputs to outcomes has provided OCJP with the opportunity to work with our subrecipient agencies:
  1. to equip them with the tools and experience they need to manage their operations and
  2. to demonstrate their accountability.
2. OCJP is interested in subrecipient agencies improving performance not simply in quantifying their effort. It has been demonstrated that agencies that want to survive and flourish must make significant efforts to continually improve performance and to be able to prove it with verifiable measurements.
3. Although output data is still important and will continue to be collected and submitted to our federal funders, outcome data has provided us with information related to the results of agency efforts on the clients the OCJP/subrecipient partnership serves. Outcome information describes some change in the participant's condition and establishes the benefits of the funding in measurable terms.
4. There are basically three reasons for attending to client outcomes:
  - a. Agencies exist to help clients find better lives. Agencies want clients safer, more informed, aware of their options and exercising better judgment. Subrecipient agencies need solid information about how well their clients are doing in order to continue improving the quality of their programs.
  - b. OCJP and other funding sources must be in a position to make funding decisions:
    - When funds are available, funding agencies need information on results to decide which service models to support.
    - When funds are limited, funding agencies must be able to direct limited resources toward approaches known to work.
  - c. The federal government wants outcome data.

5. OCJP will continue to expect programs to use the logic model to describe how their grant-funded project theoretically works to benefit the target group. OCJP will also continue to collect and use outcome information as we manage our federal grants.

## B. OCJP DECISION-MAKING

1. OCJP conducts Performance Management Reviews (PMR) of each subrecipient contract each year. The performance review process consists of a detailed weighing system which provides a historical perspective of past and present subrecipient performance.
2. The PMR consists of the following criteria, based on a 100 point scale: (See Appendix T)
  - a. **Integrity of Program Design** – the logic model description of the program. (20%)
  - b. **Reporting History** – compliance with output and outcome reporting requirements. (20%)
  - c. **Program Performance** – considering compliance with victim and community/collaborator outcome measurement requirements; notification to OCJP of pertinent changes; history of spending; program manual understanding and overall program effectiveness. (40%)
  - d. **Contract Monitoring** – ratings will examine program and fiscal findings. (20%)
3. OCJP will make funding/allocation decisions based on:
  - a. Performance Management Review Ratings
  - b. The funding priorities and requirements of the funding source
  - c. Ensuring that funds are allocated across the state in a defensible and equitable manner.

## Chapter XXI

### RETENTION AND ACCESS REQUIREMENTS FOR RECORDS

#### A. Retention of Records

In accordance with the requirements set forth in 28 CFR Parts 66 and 70, all financial records, supporting documents, statistical records, and all other records pertinent to award shall be retained by each organization for **AT LEAST THREE YEARS** following the closure of their most recent audit report. Retention is required for purposes of Federal and State examination and audit. Records may be retained in an automated format. Local governments may impose record retention and maintenance requirements in addition to those prescribed.

1. **Coverage.** The retention requirement extends to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records. Source documents include copies of all awards, applications, and required subrecipient financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also required for consultants
2. **Retention Period.** The three-year retention period starts from the date of the submission of the closure of the single audit report which covers the grant period. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

#### B. Maintenance of Records

Subrecipients of funds are expected to see that records of different fiscal periods are separately identified and maintained so that information desired may be readily located. Subrecipients are also obligated to protect records adequately against fire or other damage. When records are stored away from the subrecipient's principal office, a written index of the location of records stored should be on hand and ready access should be assured.

#### C. Access to Records

The awarding agency includes OCJP, the Federal Agency, the DHHS Office of the Inspector General, the Comptroller General of the United States, or any of their authorized representatives, who shall have the right of access to any pertinent books, documents, papers, or other records of subrecipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The right of access must not be limited to the required retention period but shall last as long as the records are retained.

## Chapter XXII

### SANCTIONS AND TERMINATION OF FUNDING

- A. Sanctions:** If a subrecipient materially fails to comply with the terms and conditions of a contract including civil rights requirements, whether stated in a Federal statute, regulation, assurance, application, or notice of award, OCJP may take one or more of the following actions, as appropriate in the circumstances.
1. Temporarily withhold cash payments pending corrections of the deficiency by the subrecipient.
  2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
  3. Wholly or partly suspend or terminate the current contract
  4. Withhold further contracts for the project or program.
  5. Take other remedies that may be legally available.

Failure by a subrecipient to materially comply with the terms of the contract or of the requirements described in this OCJP Administrative Manual for Subrecipients may be considered grounds for termination of subrecipient funding. Staff of the Department of Finance and Administration, OCJP are committed to assisting subrecipient staff realize contract success and will utilize all reasonable means to resolve problems or address potentially critical issues.

- B. Termination for Convenience.** The State may terminate the grant by giving the grantee at least thirty (30) days written notice before the effective termination date. In that event, the subrecipient shall be entitled to receive equitable compensation for satisfactory, authorized services completed as of the termination date.
- C. Termination for Cause.** If the subrecipient fails to fulfill its obligation under the Grant in a timely or proper manner, or if the subrecipient violates any terms of the grant, the State shall have the right to immediately terminate the Grant and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the subgrantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of the grant by the subrecipient.

**While termination of funding will not be exercised without prior written notice to the subrecipient, any consideration of future grant requests may be influenced by the gravity and extent of the irregularities causing termination as determined by F&A, OCJP.**

## Chapter XXIII

### OCJP SUBRECIPIENT MONITORING

NOTE: Centralized monitoring provided by the Office of Program Accountability Review (PAR) was discontinued on February 1, 2004.

The Federal Office of Management and Budget (OMB) issued a revised publication of Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations June 2003. The revision raised the audit threshold of subrecipients expending Federal funds from \$300,000 to \$500,000 increasing the number of subrecipients exempt from audit when Federal expenditures are less than \$500,000 for fiscal years ending after December 31, 2003. The revision also prohibits charges to federal awards for the costs of a single audit for entities expending less than \$500,000 per year. However, the revision allows charges for subrecipient monitoring costs or the costs of agreed upon audit procedures to federal awards provided that the monitoring procedures and/or audits are of lesser scope than a single audit.

As a result, the State of Tennessee has made appropriate changes in agreements with subrecipients to reflect that single and program specific audits are no longer required for subrecipients expending less than \$500,000 annually, and has reviewed the overall monitoring process, and is requiring uniform statewide monitoring procedures to ensure subrecipient compliance. The Department of Finance and Administration has issued Policy 22 that establishes the requirements for subrecipient contract monitoring for the State of Tennessee.

In an effort to comply, a monitoring unit has been established within OCJP. This unit is responsible for performing monitoring activities in accordance with Policy 22, to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved. Policy 22:

- Identifies a set of core areas common to most state and/or federal awards consistent with OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, OMB Circular A-122, Cost Principles For Non-Profit Organizations, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- Defines the approach for the selection of subrecipient contracts to be monitored in any given fiscal year period.
- Provides monitoring guidance in the Tennessee Subrecipient Contract Monitoring Manual.

1. **The Office of Criminal Justice Programs provides monitoring services to:**

- a. Determine subrecipient compliance with the requirements of state and/or federal programs, applicable laws and regulations and stated results and outcomes.
- b. Ascertain if internal control over financial management and accounting systems are adequate to account for program funds in accordance with state and federal requirements.

## 2. Subrecipient Agency Preparation For A Monitoring Visit:

- a. OCJP subrecipients can expect at least one monitoring visit during **any** three-year grant contract period (some subrecipients will be monitored annually).
- b. Subrecipient agencies are selected for monitoring based on their level of risk as determined by OCJP. Number of grants received from OCJP, amount of funding received and previous areas of concern are risk factors in determining an agency's level of risk. Based on the level of risk a subrecipient is assigned, monitoring can occur more than one time during any three-year grant contract period.
- c. Prior to an on-site monitoring visit, subrecipients will receive notification from **OCJP** detailing the date and time of the monitoring visit in addition to what information will be requested.

## 3. Disposition:

At the conclusion of **all** monitoring review requirements, a monitoring report will be issued within **twenty-three (23)** working days. The report will be issued to the subrecipient as well as **to the Comptroller of the Treasury/Division of Audit if any findings are identified (see below)**. The **monitoring** report must be maintained on-site by the subrecipient as part of the subrecipient file.

Subrecipient Monitoring Reports may include **four** possible results: (a). No findings of Noncompliance, (b). Findings of Noncompliance, **(c). Findings of Noncompliance Resulting in Questioned Costs**, and/or **(d). Observations**.

- a. **No findings of Noncompliance** - **OCJP** does not identify any area(s), either programmatic or fiscal, that do not comply with specific criteria found in state or federal statutes, rules and/or regulations, OCJP subrecipient grant contract(s), state departmental policy for the subrecipient program, or good business practice.

1. If the **OCJP** monitoring review results in no findings of noncompliance, no further action from the subrecipient is needed.
  2. OCJP will follow-up with a letter to the subrecipient recognizing that the report was indeed **completed** and no findings were identified.
- b. **Findings of Noncompliance - OCJP** identifies an area(s) that does not comply with specific criteria found in state or federal statutes, rules and/or regulations, OCJP subrecipient grant contract, state departmental policy for subrecipient programs, or good business practice.
1. If the **OCJP** monitoring review identifies findings of noncompliance, the subrecipient will be allowed thirty (30) **total** days from the issued date of the report to submit a corrective action plan to the Office of Criminal Justice Programs outlining how the agency plans to correct the findings.
  2. **The Corrective Action Plan should include:**
    - (a) A statement of whether the subrecipient agency agrees with the finding or not.
    - (b) A detailed plan of how the agency will correct each individual finding or justification for the subrecipient's disagreement with the finding(s).
    - (c) Attachment of any subrecipient documents, forms, policy changes, reports, accounting tools, time sheets, data collection forms, etc. that ensures the subrecipient has corrected the finding(s).
    - (d) If the subrecipient disagrees with a finding(s) identified by **OCJP**, detailed documentation must also be submitted to refute the questioned finding(s).
- c. **Findings of Noncompliance Resulting in Questioned Costs – In addition to all the requirements listed above in 3. (b). (Findings of Noncompliance) the subrecipient will need to repay all Questioned Costs listed in the Monitoring Report. To repay the Questioned Costs, a check (made payable to the State of Tennessee) must be submitted for the total of the Questioned Costs with the Corrective Action Plan within the allowed thirty (30) total days from the issued date of the report to:**

Patricia Dishman, Director  
Office of Criminal Justice Programs  
312 8<sup>th</sup> Avenue North, Suite 1200  
William R. Snodgrass Tennessee Tower  
Nashville, TN 37243-1700.

Please list the contract number on the check or in the correspondence attached to the check in order for the repaid questioned costs to be applied to the proper fiscal year and the proper subrecipient contract number.

Any deviation from this questioned cost repayment policy **MUST** be approved **in writing** by the Director of the Office of Criminal Justice Programs prior to the thirty 30 day deadline.

- d. **Observations** - An observation does not generally result from noncompliance as a finding, but rather is a situation observed by a monitor that is deemed to be a potential problem or of interest to the grantor agency and therefore is reported.
  - 1. If a monitoring review identifies an observation, the subrecipient will be allowed thirty (30) total days from the issued date of the report to submit a response explaining the observation and outlining how the agency plans to correct the observation.
  - 2. **The Observation Report should include :**
    - (a) A statement of whether the subrecipient agency agrees with the observation or not.
    - (b) A detailed statement of how the agency will address each individual observation, if needed.
    - (c ) Attachment of any subrecipient documents, forms, policy changes, reports, accounting tools, time sheets, data collection forms, etc. that ensures the subrecipient has corrected the observation, if needed.
    - (d) If the subrecipient disagrees with an observation(s) identified by **OCJP**, detailed documentation must be submitted to refute the questioned observation(s).
- 4. **Corrective Action Plans and Observation Reports can be combined and submitted as one document.**

5. **Corrective Action Plans , Questioned Costs checks (made payable to the State of Tennessee) and/or Observation Reports should be submitted to:**

Patricia Dishman, Director  
Office of Criminal Justice Programs  
312 8<sup>th</sup> Avenue North, Suite 1200  
William R. Snodgrass Tennessee Tower  
Nashville, TN 37243-1700.

They should be submitted no later than thirty 30 total days after the date of the **OCJP** Subrecipient Report.

6. **OCJP Response:**

- a. Upon receipt of a Corrective Action Plan or Observation Report, OCJP will review and determine its adequacy. If found adequate, OCJP will issue a letter of approval. In the event concerns remain, OCJP will determine what additional steps are needed and relate those requirements to the subrecipient in writing with an expected date of response by the subrecipient.
- b. All correspondence from OCJP to the subrecipient regarding the **monitoring** report and subrecipient responses must be maintained on site by the subrecipient as part of the subrecipient file.

## Chapter XXIV AUDIT REQUIREMENTS

This chapter establishes responsibilities for the audit of organizations receiving Federal funds. The intent of this chapter is to identify the policies for determining the proper and effective use of public funds rather than to prescribe detailed procedures for the conduct of an audit. Subrecipients shall adhere to the audit requirements stated in the contract.

**A. Audit Objectives.** Awards are subject to conditions of fiscal, program, and general administration to which the subrecipient expressly agrees. Accordingly, the audit objective is to review the subrecipient's administration of funds and required non-Federal contributions for the purpose of determining whether the subrecipient has:

1. Established an accounting system integrated with adequate internal fiscal and management controls to provide full accountability for revenues, expenditures, assets, and liabilities. This system should provide reasonable assurance that the organization is managing Federal financial assistance programs in compliance with applicable laws and regulations.
2. Prepared financial statements which are presented fairly, in accordance with generally accepted accounting principles.
3. Submitted financial reports, which contain accurate and reliable financial data, and are presented in accordance with the terms of applicable agreements.
4. Expended Federal funds in accordance with the terms of the contract and those provisions of Federal law or regulations that could have a material effect on the financial statements or on the awards tested.

**B. Audit Reporting Requirements:** Independent auditors should follow the requirements prescribed in OMB Circular A-133.

If the auditor becomes aware of illegal acts or other irregularities, prompt notice shall be given to subrecipient management officials above the level of involvement. The subrecipient, in turn, shall promptly notify OCJP of the illegal acts or irregularities and of proposed and actual actions, if any.

All subrecipient personnel have the responsibility to inform the Tennessee Comptroller of the Treasury and State and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

Audit costs for audits not required or performed in accordance with OMB Circular A-133 are unallowable. If the subrecipient did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit; these costs may not be charged to the grant.

**C. Failure to Comply.** Failure to have audits performed as required may result in the withholding of new awards and/or withholding of funds or change in the method of payment on active grants.

**D. Audit Threshold:**

1. Non-Federal entities that expend **\$500,000** or more in Federal funds (from all sources including pass-through subawards) in the organization fiscal year (12 month turnaround reporting period) shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133.
2. Non-Federal entities that expend less than **\$500,000** a year in Federal awards are exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials including the Federal agency and OCJP Subrecipient Monitoring.

**E. Due Dates for Audit Reports.** Audits are due nine (9) months after the close of the fiscal year.

**F. Resolution of Audit Reports.** Timely action on recommendations by responsible management officials is an integral part of the effectiveness of an audit. Each subrecipient shall have policies and procedures for responding to audit recommendations by designating officials responsible for:

1. Follow-up;
2. Maintaining a record of the action taken on recommendations and time schedules for completing corrective action;
3. Implementing audit recommendations;
4. Submitting periodic reports to OCJP on recommendations and actions taken.

**G. Distribution of Audit Reports.** The submission of audit reports for all grantees shall be as follows:

1. OCJP
2. Tennessee Comptroller of the Treasury
3. Commissioner of Finance and Administration

OCJP monitors the audit requirements through its audit tracking system and is responsible for tracking audit reports received through the audit process until resolved and closed.

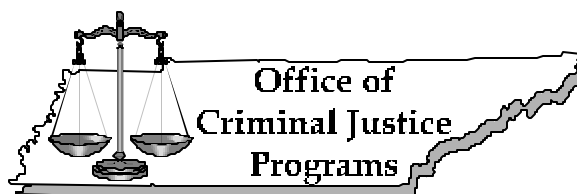
**NOTE:** Non-Profit subrecipients should review audit requirements as specified in Accounting and Financial Reporting for Not-For-Profit Recipients of Grant Funds in Tennessee as well as OMB Circular A-133 "Audits of State, Local Government and Nonprofit Institutions."

# **APPENDICES**

**APPENDIX A**

**OFFICE OF CRIMINAL JUSTICE PROGRAMS**

**FACT SHEET**



**OFFICE OF CRIMINAL JUSTICE PROGRAMS**  
**WILLIAM R. SNODGRASS TENNESSEE TOWER**  
**SUITE 1200, 312 8<sup>th</sup> AVENUE NORTH**  
**NASHVILLE, TENNESSEE 37243-1700**  
FAX (615) 532-2989

### Mission

“The Office of Criminal Justice Programs is committed to a safer Tennessee for all of its citizens. OCJP functions as a strategic planning agency that secures, distributes and manages federal and state grant funds for Tennessee. While collaborating with other public and non-profit agencies, OCJP utilizes these grant monies to support innovative projects statewide in efforts to reduce criminal activity, provide services for victims of crime and promote overall enhancement of the criminal justice system in Tennessee”.

### Vision

*“Working Together For A Safe Tennessee”*

### Services

Services supporting state departments, local governments, and private agencies in achieving their program goals include:

- |                        |                            |                        |
|------------------------|----------------------------|------------------------|
| ◆ Technical Assistance | ◆ Research                 | ◆ Program Facilitation |
| ◆ Program Monitoring   | ◆ Assessment               | ◆ Program Development  |
| ◆ Planning             | ◆ Interagency Coordination | ◆ Program Management   |

### **Currently Administered Programs**

**Edward Byrne Memorial Grant Program**, (Contact) William Scollon: 615-532-2983

The OCJP administers the Edward Byrne State and Local Law Enforcement Assistance Formula Grant Program. Through the Byrne Grant the OCJP works in partnership with state and local government to make communities safe and to improve the criminal justice system. The Byrne Grant assists state and local criminal justice agencies in reducing crime, violence and drug abuse. Special issues addressed by this program include improvement of criminal justice records in Tennessee, domestic violence prevention and intervention, prevention of school violence, drug offender prosecution and treatment, information system technology, community based program support, court and drug task force support and correctional systems improvement. This program currently funds more than 130 local and state projects.

**Local Law Enforcement Block Grant Program (LLEBG)**, (Contact) Garnett Rush: 615-532-2988

The Office administers the state allocation of the Local Law Enforcement Block Grant Program. The State uses these funds for statewide drug enforcement, gang initiatives, drug task force training, drug court support as well as selected equipment needs for both local and state agencies.

**Safe Neighborhood Act of 1998 (SAFE)**, (Contact) Tom Scollon: 615-253-1984

The Tennessee Safe Neighborhoods Act makes available through OCJP \$7,500,000 state dollars to assist local law enforcement agencies that are actively participating in or making application for the COPS Universal Hiring Program administered through the U.S. Dept. of Justice. This SAFE funding covers 10% of the total COPS grant reducing the 25% match requirement from the local agency to 15%.

**National Criminal History Improvement Program (NCHIP)**, (Contact) Bruce Langsdon: 615-532-0058

The OCJP convenes the state level interagency taskforce which leads the effort to improve the collection and reporting of criminal histories throughout Tennessee's criminal justice system. The Office administers grant funds and coordinates activities statewide to improve this system.

**STOP Violence Against Women Program**, (Contact) Terry Hewitt: 615-532-3355 or Thom Garrison: 615-741-9954

The purpose of the STOP Violence Against Women Grant is to improve the criminal justice system's response to violence against women, to secure safety for women and to hold offenders accountable for their crime. Funding from this grant is provided to law enforcement, prosecution, court and victim services programs.

**Victims of Crime Act (VOCA)**, (Contact) Lisa Au: 615-253-1982 or Marie Chitwood: 615-532-2986

The OCJP administers Tennessee's VOCA program that is designed to provide high quality services that directly improve the health and well being of victims of crime. Priority is given to victims of child abuse, domestic violence, sexual assault and services for previously underserved victims. Currently over 100 grants are funded throughout Tennessee.

**Family Violence Shelters**, (Contact) Dora Hemphill: 615-253-1983

This OCJP program provides grants for shelter and related services to victims of family violence and their dependents. Grant shelter services are provided 24 hours a day, 7 days a week and include the following components: shelter, crisis hotline, counseling, advocacy, transportation, referral, follow-up and community education. This program currently funds more than 30 shelter grant programs.

**State Drug Court Program**, (Contact) Kara Sanders: 615-253-5568

The Drug Court Treatment Act is designed to facilitate the implementation and continuation of existing drug court treatment programs in Tennessee. The Act recognizes a need in the criminal justice system to reduce the incidence of drug use/abuse, drug addiction and crimes committed as a result of this use/abuse and addiction. The Office of Criminal Justice Programs administers the drug court treatment program by offering support, training and technical assistance to drug courts as well as awarding, administrating and evaluating drug court treatment grants.



Revised: July 2004

Visit Our Website for Additional Useful Information

[www.state.tn.us/finance/rds/ocjp.htm](http://www.state.tn.us/finance/rds/ocjp.htm)

# **APPENDIX B**

## **OCJP Computer Guidelines**

## **Computer Guidelines for OCJP Grant Agencies**

The following are minimum guidelines for the computer needs of local government as well as non-profit agencies funded through the Office of Criminal Justice Programs. The purpose of these guidelines is to ensure computer compatibility among local agencies, the state, and the federal government. In addition, it is important to obtain equipment, which will allow the user to obtain the best capability possible. Technology becomes obsolete quickly and it is important that the most current equipment is purchased.

### **Servers**

1. Intel Pentium III 933 MHz processor with Dual Processor Capability
2. Minimum 256 Megabytes of SDRAM (random access memory)
3. 40 Gigabyte Hard drive or larger (mirrored drives preferred)
4. 48X CD ROM Drive
5. 56k v.90 baud rate fax/modem
6. 3.5 inch floppy disk drive
7. 17 inch SVGA monitor
8. 8 megabytes of video RAM
9. 512 KB cache or larger
10. Ethernet or Token Ring Network Cards (Twisted Pair non-Coax)
11. Suitable tape backup device and unattended backup software.
12. Adequately sized battery backup to prevent power problems.
13. Internal or External 56K modem to allow remote administration

### **Workstations**

1. Intel Pentium IV 105 GHz processor with an upgradeable socket (Minimum)
2. Minimum 128 megabytes of SDRAM (expandable to 1 GB)
3. 20 Gigabyte Hard drive
4. 48x CD ROM drive
5. 56k v.90 baud rate fax/modem
6. 3.5 inch floppy disk drive
7. 17 inch SVGA monitor
8. 8 megabyte of video RAM
9. 512 KB cache or larger
10. Ethernet or Token Ring Network Cards (Twisted Pair non Coax)

### **Laptops**

1. Pentium III 850 MHz processor or higher with an upgradeable socket
2. Minimum 128 megabyte of Ram (random access memory)
3. 10 Gigabyte Hard drive
4. 24x CD ROM drive Internal or External
5. 56k v.90 baud rate fax/modem
6. 3.5 inch floppy disk drive
7. 12.1" TFT Active Matrix Screen with External Port (Minimum)
8. 256 KB cache
9. Ethernet or Token Ring Network Compatible

## Printers:

Laser or Ink Jet with a minimum of 600 x 600 Dpi (dots per inch) resolution

## Scanner:

Optical Resolution 600x 1200 (48 Bit)

## Software:

<i>Operating System</i>	Microsoft Windows 2000, <b>XP or NT</b>
<i>Network</i>	Windows 2000 Server
<i>Support Software</i>	Microsoft Office e 2000 or XP Standard or Professional Word, Excel, Power Point and Access
<i>Communication</i>	ProCom+ for Windows (communication software to dial in with modem). PCAnywhere for Windows 2000, XP, NT (remote PC software) Netscape 6.2 or higher or Microsoft Internet Explorer 6

## **APPENDIX C**

### **OCJP Subrecipient Contract Agreement Format**

Subrecipient agencies may not enter into a subcontract for any of the services performed under the grant contract without obtaining **prior written approval** from OCJP. Notwithstanding the use of any approved subcontractors, the subrecipient agency is considered the prime contractor and is responsible for all work performed.

**A. Contract Model to be used by Local Government and Non-Profit Agencies**

The attached model is for use by Local Government Agencies and Non-profit Agencies. The OCJP Subrecipient Contractual Agreement Format must be used for all subrecipient contracts with other entities

**B. Contract Model for State Agencies**

**State Agencies should follow the approved Office of Contracts Review models as found at:**

**[www.state.tn.us/finance/rds/ocr/model.html](http://www.state.tn.us/finance/rds/ocr/model.html) . Listed below are links for the available contract shells that can be used for this purpose. Click on the link below for the appropriate contract shell.**

**Cost Reimbursement Grant** (for use in subcontracting with Non-Profit

**Another State Agency** (for use in interdepartmental grant contracts between state agencies in which payments are to be made by means of the “journal voucher” process)

**Federal / Tennessee Government** (for use in subcontracting with Federal or Tennessee Government entities that are not state agencies or higher education institutions)

**Tennessee College/University** (for use in subcontracting with higher education institutions of Tennessee

**CONTRACT  
BETWEEN  
[AGENCY NAME]  
AND  
[CONTRACTOR NAME]**

This Contract, by and between [AGENCY NAME], hereinafter referred to as the "Agency" and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the "Contractor," is for the provision of [SHORT DESCRIPTION OF THE SERVICE], as further defined in the "SCOPE OF SERVICES."

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor's address is:

[ADDRESS]

The Contractor's place of incorporation or organization is [STATE OF ORGANIZATION].

**A. SCOPE OF SERVICES:**

A.1. [DESCRIBE IN DETAIL THE SERVICES THE CONTRACTOR IS TO PROVIDE TO THE AGENCY AND THE SERVICES THAT THE AGENCY IS TO PROVIDE TO THE CONTRACTOR]

**B. CONTRACT TERM:**

B.1. Contract Term. This Contract shall be effective for the period commencing on [START DATE] and ending on [END DATE]. The Agency shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The Agency reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than [[WRITTEN NUMBER] ([NUMBER]) NO GREATER THAN FIVE] years, provided that the Agency notifies the Contractor in writing of its intention to do so at least [WRITTEN NUMBER] ([NUMBER]) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the Agency's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the Agency under this Contract exceed [WRITTEN DOLLAR AMOUNT] (\$[NUMBER AMOUNT]). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the Agency. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the Agency requests work and the

Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The Agency is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the Agency under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the Agency in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

**SERVICE UNIT/MILESTONE**

**AMOUNT**

[UNIT/MILESTONE EVENT]

\$(NUMBER AMOUNT)

[UNIT/MILESTONE EVENT]

\$(NUMBER AMOUNT)

The Contractor shall submit monthly invoices, in form and substance acceptable to the Agency with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the Agency shall not prejudice the Agency's right to object to or question any invoice or matter in relation thereto. Such payment by the Agency shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Agency, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The Agency is not bound by this Contract until it is approved by the appropriate Agency officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The Agency may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Agency. The Agency shall give the Contractor at least [WRITTEN NUMBER] ([NUMBER]) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Agency be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the Agency shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Agency. If such subcontracts are approved by the Agency, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the Agency as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar notices prepared and released by the Contractor shall include the statement, "This project is funded under an agreement with the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs." Any such notices by the Contractor shall be approved by the State
- D.9. Records. The Contractor shall maintain documentation for all charges against the Agency under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the Agency as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this

Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the Agency, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.14. Agency Liability. The Agency shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the Agency or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The Agency:

[NAME AND TITLE OF AGENCY CONTACT PERSON]

[AGENCY NAME]

[ADDRESS]

[TELEPHONE NUMBER]

[FACSIMILE NUMBER]

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]

[CONTRACTOR NAME]

[ADDRESS]

[TELEPHONE NUMBER]

[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of Agency and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Agency reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the Agency. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a “Breach.”

a. Contractor Breach— The Agency shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the Agency shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the Agency may assess Liquidated Damages. The Agency shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor’s obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, Attachment [NUMBER] and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the Agency in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the Agency pursuant to the indemnity provision or other

section of this Contract.

The Agency may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the Agency exercises its option to declare a Partial Default, or the Agency terminates the Contract. The Agency is not obligated to assess Liquidated Damages before availing itself of any other remedy. The Agency may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the Agency may declare a Partial Default. In which case, the Agency shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the Agency will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the Agency may revise the time periods contained in the notice written to the Contractor.

In the event the Agency declares a Partial Default, the Agency may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the Agency of providing the defaulted service, whether said service is provided by the Agency or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The Agency shall make the final and binding determination of said amount.

The Agency may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the Agency in the event a Partial Default is taken

- (4) Contract Termination— In the event of a Breach, the Agency may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the Agency. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the Agency may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the Agency at law or at equity. The Contractor shall be liable to the Agency for any and all damages incurred by the Agency and any and all expenses incurred by the Agency which exceed the amount the Agency would have paid Contractor under this Contract. Contractor agrees to cooperate with the Agency in the event of a Contract Termination or Partial Takeover.

- b. Agency Breach— In the event of a Breach of contract by the Agency, the Contractor shall notify the Agency in writing within 30 days of any Breach of contract by the Agency. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the Agency's Breach. In no event shall any Breach on the part of the Agency excuse the Contractor from full performance under this Contract. In the event of Breach by the Agency, the Contractor may avail itself of any remedy at law in the forum with

appropriate jurisdiction; provided, however, failure by the Contractor to give the Agency written notice and opportunity to cure as described herein operates as a waiver of the Agency's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.5. Partial Takeover. The Agency may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the Agency. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the Agency will assume and the date of said assumption. Any Partial Takeover by the Agency shall not alter in any way Contractor's other obligations under this Contract. The Agency may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the Agency. The amounts shall be withheld effective as of the date the Agency assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.6. Agency Ownership of Work Products. The Agency shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the Agency under this Contract. The Agency shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the Agency, in accordance with the Contract and applicable Agency law.
- E.7. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services. Such procurements shall be made on a competitive basis, where practical.
- E.8. Agency Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the Agency for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the Agency in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the Agency for the residual value of the property at the time of loss.
- E.9. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
  - b. All Clarifications and addenda made to the Contractor's Proposal
  - c. The Request for Proposal and its associated amendments
  - d. Technical Specifications provided to the Contractor
  - e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.10. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of

the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.11. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

E.12. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the Agency.

E.13. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the Agency hereunder in commercial advertising in such a manner as to Agency or imply that the Contractor or the Contractor's services are endorsed.

E.14. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the Agency or acquired by the Contractor on behalf of the Agency shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the Agency's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the Agency to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the Agency's information; or, disclosed by the Agency to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.15. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the Agency for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the Agency, the Contractor shall satisfy and indemnify the Agency for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the Agency in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Agency. The Agency shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

E.16. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the Agency, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:

"NOTICE: This Contractor is a recipient of taxpayer funding. if you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive Agency funded services.

E.17. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.18. Authorized Individuals. Each party hereto has provided the other party hereto with a list identifying the individuals from whom the other party is authorized to accept any notices, requests, demands, or other advice which may be given hereunder by the party providing such list. Said lists, which are attached hereto as Attachment [NUMBER] , shall be valid until revoked or amended by further written notice. The parties hereto shall only be entitled to rely on notices, requests, demands, or other advice given by such individuals.

E.19. Date/Time Hold Harmless. As required by *Tennessee Code Annotated*, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the Agency for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

E.20. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Agency in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Agency.

In the event of any such suit or claim, the Contractor shall give the Agency immediate notice thereof and shall provide all assistance required by the Agency in the Agency's defense. The Agency shall give the Contractor written notice of any such claim or suit, and the Contractor shall

have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.21. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- E.22. HIPAA Compliance. The State and Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations. Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Grant Contract so that both parties will be in compliance with HIPAA. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Grantee in compliance with HIPAA. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E. 23. XML Language Compatibility. The Grantee agrees that if grant funds are used to purchase computer systems then the Grantee shall ensure that the systems are XML compatible.
- E.24. Counter-terrorism Efforts. The Grantee agrees when funds are spent on counter-terrorism or first-responder efforts, the Grantee shall notify the State of Tennessee's Department of Homeland Security to ensure coordination of such efforts.
- E.25. National Historical Preservation Act Compliance The Grantee shall adhere to the National Historical Preservation Act Compliance, Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470, et seq., as amended) which states that prior to use of any grant funds to renovate, alter, or otherwise improve the exterior or interior of a building, applicants for federal funds must establish identification, record keeping, reporting, consultation and decision-making processes within their programs or procedures for administering grant funds. The Grantee agrees to contact the Office of Criminal Justice Programs for additional implementation guidance before deciding on any renovation work for which the Grantee is unsure of the application of this condition.

**IN WITNESS WHEREOF:**

**[CONTRACTOR LEGAL ENTITY NAME]:**

---

**[NAME AND TITLE]**

**Date**

**[AGENCY NAME]:**

---

**[NAME AND TITLE]**

**Date**

# **APPENDIX D**

## **GLOSSARY**

## **GLOSSARY OF FREQUENTLY USED TERMS AND ACRONYMS**

<b>CFR</b>	<b>Code of Federal Regulations. The Department of Justice publishes its regulations in Title 28 of the CFR.</b>
<b>CONUS</b>	<b>Continental United States</b>
<b>DHHS</b>	<b>Department of Health and Human Services</b>
<b>FVPSA</b>	<b>Family Violence Prevention and Services Act</b>
<b>F&amp;A</b>	<b>(Department of ) Finance and Administration</b>
<b>M &amp; I</b>	<b>Meals and Incidentals</b>
<b>MVM</b>	<b>Motor Vehicle Management</b>
<b>OCJP</b>	<b>Tennessee Office of Criminal Justice Programs</b>
<b>OJP</b>	<b>U. S. Office of Justice Programs</b>
<b>OMB</b>	<b>U. S. Office of Management and Budget</b>
<b>PS</b>	<b>Purchase of Service</b>
<b>RFP</b>	<b>Request For Proposal</b>
<b>TBI</b>	<b>Tennessee Bureau of Identification</b>
<b>TCA</b>	<b>Tennessee Code Annotated</b>
<b>YTD</b>	<b>Year To Date</b>

**Also:**

<b>Activities</b>	What a program does with the inputs to fulfill its mission. Activities include the strategies, techniques, and types of treatment that comprise a program's service and methodology.
<b>Closeout</b>	A process in which the awarding agency determines that all administrative actions and all required work of the award have been completed by the recipient and the awarding agency.
<b>Contracts</b>	Written agreements entered into by the awarding agency, recipients or subrecipients, and commercial (profit-making) and non-profit organizations. With the exception of a few justified sole source situations, contracts are awarded via competitive processes to procure a good or service.
<b>Cash Match</b>	Cash Match includes cash spent for project-related costs. Allowable cash match must include those costs that are allowable with Federal funds with the exception of the acquisition of land, when applicable.
<b>Core Outcome Measures</b>	Minimum client benefits expected from program activities.
<b>Dating Violence</b>	The term "dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate

nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship: (ii) the type of the relationship: and (iii) the frequency of the interaction between the persons involved in the relationship.

**Domestic Violence** The term “domestic violence” includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other adult person against a victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction receiving grant monies.

**Equipment** Is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A recipient/subrecipient may use its own definition of equipment provided that such definition would at least include all equipment defined above.

**Family Violence** Any act or threatened act of violence, including any forceful detention of an individual, which (a) results or threatens to result in physical injury and (b) is committed by a person against another individual (including an elderly person) to whom such person is or was related by blood or marriage or otherwise legally related or with whom such person is or was lawfully residing.

**Inputs** The types and amount of resources invested into the program in order to deliver the services and produce the outputs and outcomes. Examples are money, staff and staff time, facilities, equipment and supplies.

**Logic Model** A logical description of how the project theoretically works to benefit the target group. The narrative description of the applicant’s project must tie goals, activities, outputs and outcomes together in a logical fashion.

**Match** Is the recipient share of the project costs. Match may either be “in-kind” or “cash.” In-kind match includes the value of donated services. Cash match includes actual cash spent by the subrecipient and must have a cost relationship to the federal award that is being matched. (Example: Match on administrative costs should be other administrative costs not other matching on program costs).

**Non-expendable****Personal Property**

Includes tangible personal property having a useful life or more than one year and an acquisition cost of \$5,000 or more per unit. A subrecipient may use its own definition of non-expendable personal property provided that the definition would at least include all tangible personal property as defined below.

**Non-profit****Organization**

Any corporation, trust, association, cooperative, or other organization which:

- a. is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- b. is not organized primarily for profit; and
- c. uses its net proceeds to maintain, improve, and/or expand its operations.

**Obligation**

Means a legal liability to pay under a grant, subgrant, and/or contract determinable sums for services or goods incurred during the grant term.

**Outcomes**

Outcomes are benefits resulting for the participants from the program activities. Outcomes should describe some change in the participant's condition. The key is to show what differences a project is expected to make or what value it is expected to add to the public's well-being. Outcomes establish the benefits of the funding in measurable terms. They describe the results of the services being provided.

**Outcome****Data Elements**

Lists of the data to gather, with ideas for data gathering techniques (e.g., interviews, surveys, case file reviews).

**Outcome****Indicators**

Those specific statements that indicate *results* or achievement of the project's purpose.

**Outcome****Measures**

Those concrete, measurable data elements that we can count as statements of actual results.

**Outcome****Reporting**

Focuses on those specific changes in a client's behavior or living conditions that suggest that the services were beneficial, and that the project achieved its purpose.

<b>Outputs</b>	Outputs describe the internal measures of the amount of work done within the project. Outputs are the direct products of program activities and usually are measured in terms of the volume of work accomplished. Outputs refer to the completion of tasks you are required to accomplish over the course of a project. e.g., number of classes taught, number of people trained, number of people served.
<b>Output Reporting</b>	Focuses on traditional tracking of the agency's activities and efforts, such as "headcounts" (e.g., numbers served)
<b>Program Income</b>	Gross income earned by the subrecipient, during the funding period as a direct result of the grant. Direct result is defined as a specific act or set of activities that are directly related to the goals and objectives of the project. Determinations of "direct result" will be made by the awarding agency for discretionary grants and by the State for block/formula subawards. Fines/penalties are not considered program. Program income may only be used for allowable program expenses.
<b>Prosecution</b>	Any public office or agency charged with direct responsibility for prosecuting criminal offenders, including such office's or agency's component departments or bureaus (such as governmental victim services programs). Prosecution support services, such as overseeing or participating in statewide or multi-jurisdictional domestic violence task forces, conducting training for State and local prosecutors; or enforcing victim compensation and domestic violence-related restraining orders shall be considered "direct responsibility" for purposes of this program.
<b>Purpose</b>	The needs to be met and the goals of the program.
<b>Related Assistance</b>	The provision of direct assistance to victims of family violence and their dependents for the purpose of preventing further violence, helping such victims to gain access to civil and criminal courts and other community services, facilitating the efforts of such victims to make decisions concerning their lives in the interest of safety, and assisting such victims in healing from the effects of the violence.
<b>Sexual Assault</b>	Any non-consensual sexual act that is forced upon an intimate partner, other family member, friend, acquaintance, or stranger. Sexual assault includes rape or attempted rape (vaginal, anal or oral penetration), fondling, exposure, voyeurism, and sexual harassment. Sexual assault can occur as a single incident or in

multiple episodes and is often accompanied by physical and emotional abuse.

**Shelter**

The provision of temporary refuge and related assistance in compliance with applicable State law and regulation governing the provision, on a regular basis, which includes shelter, safe homes, meals, and related assistance to victims of family violence and their dependents.

**Stalking**

A pattern of harassing or threatening behavior used to cause an individual to fear for her safety, or the safety of her family, friends, or other associates (e.g., co-workers). Victims may be former intimate partners, family members, friends, acquaintances, or strangers. Stalking may be accompanied by physical, sexual, and emotional abuse.

**Subrecipient**

An individual and/or organization that receives Federal financial assistance from the direct recipient of Federal funds. This may include entities receiving funds as a result of block or formula awards.

**Supplanting**

To deliberately reduce State or local funds because of the existence of Federal funds. An example would be: When State funds are appropriated for a stated purpose and Federal funds are awarded for that same purpose, the State replaces its State funds with Federal funds; thereby reducing the total amount available for the stated purpose.

**Underserved Populations**

Populations that are underserved because of geographic location (such as rural isolation), underserved racial or ethnic populations, and populations underserved because of special needs, such as language barriers or physical disabilities.

**Victim Services**

A non-governmental organization that assists domestic violence or sexual assault victims, including rape crisis centers, battered women's shelters, and other sexual assault or domestic violence programs, including nonprofit, non-governmental organizations assisting domestic violence or sexual assault victims through the legal process

# **APPENDIX E**

## **TRAVEL REGULATIONS**

The following “Tennessee Travel Regulations” are included for your information. Applicable guidelines should be followed.

## **Policy 8**

# **Comprehensive Travel Regulations**

*Effective January 1, 2003*

### **Introduction**

1. It is the intent of these regulations that employees not suffer additional cost as a result of travel incurred to carry out assigned duties. Employees shall be reimbursed for such expenses subject to the limitations provided in this travel policy and the accompanying Reimbursement Rate Schedule.
2. When traveling, state employees should be as conservative as circumstances permit. The lower cost should be selected whenever practical. Reimbursement for travel will be based upon the most direct or expeditious route possible. Employees traveling by an indirect route must assume any extra expense incurred. It is the responsibility of the employee to be familiar with and adhere to establish state travel policies. Deliberate disregard of these regulations while traveling on state business or filing of an intentionally misleading or fraudulent travel claim are grounds for disciplinary action including termination of employment.
3. The Commissioner of Finance & Administration will establish and maintain the maximum rates of reimbursement.

### **Travel Authorization**

4. Travel may not be undertaken unless it is authorized in advance by proper authority. Approved state travel is the basis for reimbursement in accordance with these provisions. The employee is considered to be on official travel status, and eligible for reimbursement, at the time of departure from his/her official station or residence, whichever is applicable.
5. The department head is authorized to approve all travel for state business, including registration fees for conferences, conventions, seminars, etc. (including the cost of official banquets and/or luncheons), with the following exceptions:
  - a) The Commissioner of Finance and Administration through the Budget Office shall approve exceptions to the travel policy and Reimbursement Rate Schedule for in-state travel, including all requests for travel at state expense by non-state employees (except for state contractors, who will be reimbursed according to the terms of their contract.)
  - b) The Commissioner of Personnel shall approve all out-of-state travel authorizations, including all exceptions to the travel policy and

Reimbursement Rate Schedules for out-of-state travel. The approval of the requesting department head and review by the department's fiscal office is required prior to submission to the Commissioner of Personnel.

- c) The Commissioner of Finance and Administration retains the authority to change the approval process, as circumstances require.
6. If an employee travels into another state and back in the same day and such travel is less than 50 miles one way, such travel will be considered in-state for approval and reimbursement purposes.

## **Official Station**

- 7. The department head is responsible for establishing the official station of the employee. This is typically the location from which the employee performs the major portion of his/her assigned duties. The work station closest to an employee's residence should be designated as the official station for employees with multiple work stations. If an employee works predominantly from a home residence and reports to an office or other station less than twice a week, the employee's official station should be the home residence. Under unusual situations, the department head may designate other locations as the employee's official station.
- 8. The residence of the employee usually becomes the official station for an employee required to be on call at times other than the employee's normal working hours (i.e. nights or weekends). Employees working overtime on weekends are not normally eligible for reimbursement.
- 9. In the event that an employee is temporarily reassigned to a work location other than his usual official station, that location shall become the employee's official station. The employee will not be eligible for reimbursement unless he/she can demonstrate that by commuting to the temporary location he/she has incurred additional expense over the cost of the commute to his/her usual official station.

## **Reimbursement Procedures**

- 10. Employees should submit claims for reimbursement for travel expense no later than thirty (30) days after completion of travel. Departments and agencies can more effectively approve travel when timely claims are submitted. Departments and agencies should review and submit claims to the Division of Accounts as rapidly as possible to ensure prompt payment to their employees.

11. All written signatures on the travel claim must be original; electronic signatures may be utilized in accordance with procedures established by the Division of Accounts. In situations where the employee cannot sign (due to extended travel status for instance) the employee filing the claim for the employee shall sign and clearly indicate that he/she is signing for the employee. Typically the immediate supervisor must approve the travel claim.

### **Corporate Charge Cards**

12. Employees who routinely travel on state business and meet the eligibility requirements may apply for a corporate charge card through their department's fiscal office. Charges made on these charge cards are the liability of the employee.

### **Travel Advances**

13. Travel advances are available only under extraordinary circumstances. Advances are subject to the approval of Accounts and will be allowed only if:
  - a) the employee is ineligible for a corporate charge card;
  - b) the employee can justify the existence of other extraordinary circumstances that warrant an advance.
14. The amount of the travel advance will be based on 80% of the total estimated cost of travel. Advances will not be issued for less than \$100. Immediately upon return the employee must submit a request for reimbursement regardless of whether he/she owes advance moneys back to the state or is due additional reimbursement. Each employee receiving a cash advance must sign a payroll deduction authorization form which will allow the state to recover the advance from any salary owed the employee in the event of termination of employment or failure to submit a travel claim.

### **Honorariums**

15. For those employees who receive honorariums for appearing at meetings while on official state business, the employee may, at his/her option, accept the honorarium as full payment for travel expenses including airfare, or choose to surrender the honorarium to the State, and be reimbursed in accordance with established travel policy.

### **Air Travel - State Travel Agency**

16. Reservations for all air travel shall be made through the state travel agency designated by the Department of Finance & Administration. Air fares should be billed to the department's Business Travel Account. In unforeseen circumstances, direct purchase is permitted; a receipt in the form of a ticket stub must accompany the expense claim. Advantage of discount fares and advance booking should be taken whenever practical, and fares should not exceed the regular tourist or coach fares offered the general public. In accordance with procedures established with the state travel agency, electronic ticketing should be used whenever possible.

### **Taxi Fares - Airport Transportation**

17. Reasonable taxi fares are allowed from airports. It is expected that bus, limousine or light rail service to or from airports will be used when available and practical. In traveling between hotel or other lodging and meeting or conference sites, reasonable taxi fares will be allowed. No receipt is required for reimbursement of reasonable taxi fares.

### **Travel - State Owned Automobile**

18. State-owned vehicles should be used only for official business. Only properly authorized state of Tennessee employees may operate a Motor Vehicle Management dispatch vehicle and must possess a valid driver's license for the type of vehicle being operated. All operators of dispatch vehicles must possess and present a valid state of Tennessee employee identification card. Persons driving state owned cars will be furnished with a courtesy card for gas and service at Department of General Services approved facilities.
19. Persons taking a state vehicle out of state will also need an approved MVM Dispatch Assignment, an approved Credit Card Request For Out of State Travel form, and a current drivers license. Motor Vehicle Management also requires a copy of the Request for Out-of-State Travel Authority (Form no. FA-0633) to be certain prior approval has been received.
20. Emergency out of pocket expenses such as gasoline, oil or other services and emergency repairs will be reimbursed but must be accompanied by proper receipt identifying the automobile and itemizing the services. Such expenditures must be of an emergency nature where immediate service is required and access to a Department of General Services approved facility is not possible. Claims for such expenditures shall be filed with the Motor Vehicle Management Division of the

Department of General Services. Reasonable tolls and ferry fees will be allowed when necessary; no receipt is required.

## **Travel - Personally-Owned Automobile**

21. Department head authorization is required for the use of personally owned automobiles in the daily performance of duties. Unnecessary expenses which result from the use of an automobile for reasons of personal convenience will not be allowed.
22. Reimbursement for the use of personally owned cars is at the standard mileage rate. Reasonable tolls and ferry fees will be allowed when necessary; no receipt is required for reimbursement.
23. Only mileage on official state business may be claimed for reimbursement. Mileage as shown by the official state map (or determined by procedures determined by the Division of Accounts) and that published by Rand-McNally for out-of-state routes will be regarded as official. Reasonable vicinity mileage will be allowed.
24. Procedures for calculating mileage are based on the fact that the State is prohibited from reimbursing employees for normal commuting mileage.
  - a) If an employee begins or ends a trip at his/her official station, reimbursable mileage will be the mileage from the official station to the destination.
  - b) If work is performed by an employee in route to or from his/her official station, reimbursable mileage is computed by deducting the employee's normal commuting mileage from the actual mileage driven.
  - c) If an employee begins or ends his/her trip at his/her residence without stopping at his/her official station, reimbursable mileage will be the lesser of the mileage from the employee's residence to his/her destination or his/her official station to the destination. On weekends and holidays, the employee may typically be reimbursed for actual mileage from his/her residence to the destination.
  - d) If an employee travels between destinations without returning to his/her official station or his/her residence, reimbursable mileage is the actual mileage between those destinations.

## **Automobile Rental**

25. Advance authorization from the employing department head must be secured for automobile rental, whether for in-state or out-of-state travel. Reservations made through the state travel agency can assure the department of any discounts negotiated with vendors. Charges for insurance for rented automobiles are not reimbursable costs; the State is self-insured through the Department of Treasury, Division of Claims Administration. Whenever possible, employees should refuel before returning vehicles.

## **Parking**

26. Charges for routine parking while on travel status will be reimbursed. Receipts are required if the parking charge exceeds the allowance stated in the rate schedule. Charges for routine parking at the official work station will not be reimbursed.
27. If travel is by air the employee will be reimbursed for the lesser of: (a) the allowable mileage reimbursement for one round trip and long-term airport parking; or (b) the cost of one round trip taxi fare from the employee's official work station (or residence on weekends/evenings). The employee may also be allowed the appropriate mileage reimbursement for two round trips from home when driven by a friend or relative, at the employee's option.

## **Promotional Materials**

28. Fees for the handling of promotional materials or equipment will be allowed up to the maximum indicated in the Reimbursement Rate Schedule.

## **Lodging**

29. The employee will be reimbursed for actual lodging costs plus tax incurred up to the applicable maximum amounts as indicated on the Reimbursement Rate Schedule. This schedule includes state parks. Lodging receipts are required and must itemize room charges and taxes by date. If a convention rate exceeds the maximum reimbursement rate and is documented by a convention brochure or registration form, a higher reimbursement rate will be allowed. Miscellaneous lodging expenses such as energy or utility surcharges are fully reimbursable and should be added to the lodging cost in a similar manner as are local hotel or sales taxes.

30. The maximum reimbursement rates for out-of-state travel are the same as those maintained by the U.S. General Services Administration for federal employees within the continental United States (CONUS). The CONUS list, available on the General Services Administration web site, contains a standard reimbursement rate for lodging and meals and incidentals, and several pages of exceptions. Most destinations for out-of-state travel fall within the list of exceptions.
31. If a room is shared with other than a state employee, actual costs subject to the applicable maximum rate in the reimbursement rate schedule apply. In the event of double occupancy for state employees on official travel, both employees should attach an explanation to his/her travel claim detailing dates and other employees with whom the room was shared. The lodging cost may be claimed by the employee who incurred the cost, or one half the double occupancy charge may be allowable for each employee.

### **Per Diem Rates for Meals and Incidentals**

32. The maximum per diem rates include a fixed allowance for meals and incidental expenses (M & I). The M & I rate, or fraction thereof, is payable to the traveler without itemization of expenses or receipts. Incidentals are intended to include miscellaneous costs associated with travel such as tips for baggage handling, phone calls to home, etc. Reimbursement is made only when overnight travel is required, or excessive hours of work are required outside the county of the employee's official station or residence. Generally, the applicable maximum per diem rate for each calendar day of travel shall be determined by the location of lodging for the traveler.
33. The per diem rates for meals and incidentals are established on the Reimbursement Rate Schedule. The M & I rates for out-of-state travel are the same as those for federal employees, and are available on the General Services Administration's web site. As with lodging, there is a standard rate for the continental United States (CONUS), and a list of exceptions.
34. Reimbursement for meals and incidentals for the day of departure shall be three-fourths of the appropriate M & I rate (either the in-state rate or CONUS rate for out-of-state travel) at the rate prescribed for the lodging location. Reimbursement for M & I for the day of return shall be three-fourths of the M & I rate applicable to the preceding calendar day. To assist in this calculation, the following table lists partial per diem rates for meals and incidentals for in-state and out-of-state travel.

### **Per Diem Rates Three-Fourths Calculations**

\$30	\$22.50
34	25.50
38	28.50
42	31.50
46	34.50
50	37.50

35. Employees who receive maintenance in the form of meals provided by their employing agency at their official work station shall be eligible for reimbursement if they are away from their official work station on state business and do not receive the maintenance meal.
36. Reimbursement for a single meal (or meals) for employees on one-day travel status with no overnight stay is not permitted. While on travel status if more than a single full meal is provided, as part of a state-sponsored training session or conference, the employee should deduct the cost of those meals from the per diem for that day, using the schedule provided below. This also applies to the day of departure and the day of return. In those instances where all meals are provided, only the \$2.00 incidental rate should be claimed. For non-state sponsored training or conferences the employee is not required to deduct from the per diem the cost of a meal or meals provided through a conference fee.

### **In-State and Out-of-State Meals & Incidentals - Allocated By Meal**

Per Diem	\$30	\$34	\$38	\$42	\$46	\$50
Breakfast	6	7	8	9	10	11
Lunch	8	9	10	11	12	13
Dinner	14	16	18	20	22	24
Incidentals	2	2	2	2	2	2

## **Non-Standard Shift Hours**

37. Employees who are scheduled to work nonstandard shifts (official work hours begin before 7 AM or end after 5:30 PM) and are eligible for meal reimbursement shall be reimbursed at one-third of the daily M & I rate for each reimbursable meal. Total reimbursement is limited to the full day M & I allowance listed in the Reimbursement Rate Schedule.

## **Extended Travel**

38. Extended travel status applies to those employees on continuous travel for a period of more than two weeks. Employees on extended travel status may elect to rent an apartment rather than live in a motel or hotel. While this option is left to the discretion of the employee and the employing department, department head approval is required prior to renting an apartment. The monthly rental allowance shall include rental furniture and payment of utilities, and shall not exceed the standard CONUS rate for thirty days.
39. Employees on extended travel status working in-state are authorized to travel to and from his/her home station once a week at the mileage rate for personal vehicles. Those employees on extended travel status working out-of-state are authorized to take one trip to the home station by common carrier once every two weeks. Employees authorized to use personal automobiles in out-of-state travel may be reimbursed at the personal mileage rate. The employee may also be reimbursed for local transportation to conduct state business.

## **Telecommunications Costs While on Travel Status**

40. Local phone calls, FAX charges and long distance calls for state business will be reimbursed. Employees must provide a statement furnishing the date, name and location called for long distance calls and FAX charges.
41. Department heads may authorize an employee to use his personal cellular phone in conducting state business. Authorized employees shall be reimbursed for any additional cost incurred in using their personal cellular phones on official business. An itemized statement indicating the date, name, location, and cost of each call plus a billing statement indicating that additional cost was incurred above the standard monthly charge are required for reimbursement. In some instances employees may be able to obtain lower cellular rates by purchasing a package that offers lower per minute rates for a higher threshold of minutes per month. Reimbursement is acceptable for such billing packages subject to review

by fiscal officers. In such situations, the state would typically reimburse the employee for a portion of the monthly package used for business calls.

## Exceptions

42. The Commissioner of Finance and Administration shall have the authority to grant exception from any part or all of these rules and regulations when deemed appropriate for an employee or group of employees on official state travel. Approved exceptions other than those for individual trips shall be maintained in a central file by the Department of Finance and Administration. Policy exceptions, which have state-wide implications, shall be approved through established procedures in accordance with the provisions of TCA 4-3-1008 (3).

## Statutory Authority

43. In accordance with the provisions of TCA 4-3-1008 (3), these travel regulations, effective January 1, 2003, supersede and rescind all previous promulgated travel regulations and shall remain in effect until subsequently modified or rescinded.

\_\_\_\_\_  
C. Warren Neel, Ph.D., Commissioner  
Department of Finance and Administration.

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Paul G. Summers  
Attorney General

\_\_\_\_\_  
Date

## **Changes/Corrections**

*(Last Updated 04/07/2004)*

1. Paragraph 36 of the Comprehensive Travel Regulations states: "Reimbursement for a single meal (or meals) for employees on one-day travel status with no overnight stay is not permitted." This change was officially made in 1999 to bring the state meal reimbursement into alignment with Internal Revenue Service policy. This is contradicted by the third sentence of Paragraph 32 several paragraphs earlier. The following wording of Paragraph 32: "or excessive hours of work are required outside the county of the employee's official station or residence" appears in error. This wording does not reflect approved state policy and will be deleted from forthcoming versions of the Comprehensive Travel Regulations.
2. Effective May 1, 2004, the standard mileage reimbursement rate will increase from \$00.32 a mile to \$00.35 a mile. This is a permanent increase.

# **The Department of Finance and Administration**

## **Special Travel Regulation One**

### **Travel to Promote the State of Tennessee**

***Unless specifically addressed by the provisions contained herein, the Comprehensive Travel Regulations shall apply to all expenses or travel incurred under this regulation.***

1. The Commissioner of the Department of Agriculture, the Commissioner of the Department of Economic and Community Development and the Commissioner of the Department of Tourist Development may authorize a special travel status that will allow the reimbursement of expenses incurred to promote the State of Tennessee.
2. This may include expenses incurred by an employee in traveling with a prospect or when the employee is involved in a business activity directly related to the department's mission during which the employee is required to dine with or accompany a prospect's representative, or those persons who can make a direct contribution to the marketing, promotion, or economic development of the State.
3. Covered expenses may also include costs incurred at the official station of an employee at time when he is working with a prospect or when he is involved in a business activity directly related to the department's mission.
4. Covered expenses may also include entertainment expenses for business and community leaders for the purpose of state business. These include but are not limited to meals, refreshments, hors d'oeuvres, floral arrangements, and gratuities provided by a hotel, motel caterer, or other establishments providing similar services.
5. The determination of such expenses shall be made by the Commissioner of the respective department.
6. Expenses or travel incurred to promote the State of Tennessee are not subject to the limits established in the Reimbursement Rate Schedule. Reimbursement for exception expenses shall be allowed only if authorized in advance by proper authority. Receipts are required for all expenses reimbursed under this specific regulation. Reimbursements for exceptional expenses are limited to the time during which appropriate business activities occur. Meetings when state employees are working together exclusively do not qualify under this special regulation.
7. In accordance with the provisions of TCA 4-3-1008 (3) this exception, effective August 1, 1998, supersedes and rescinds all previous promulgated exceptions regarding travel to promote the state and shall remain in effect until subsequently modified or rescinded.

**The Department of Finance and Administration**  
**Special Travel Regulation Two**  
**Travel in the Company of the Governor**

***Unless specifically addressed by the provisions contained herein, the Comprehensive Travel Regulations shall apply to all expenses or travel incurred under this regulation.***

1. Employees traveling in the company of the Governor or those persons directed in writing by the Governor to represent that office are hereby granted special travel status. Expenses or travel incurred shall not be subject to the limits set forth in the Reimbursement Rate Schedule.
2. This travel regulation shall not apply to normal daily expenses incurred at official duty stations unless accompanying the Governor to official meetings, luncheons, conventions, conferences, etc.
3. Expenses shall include all costs incurred by the Governor and any others traveling as members of the Governor's official party except for those costs of a purely personal nature such as laundry, valet service, theater, recreation, etc.
4. Each employee shall submit a claim for reimbursement detailing individual expense. When group expenses occur, the security personnel assigned to the Governor may claim reimbursement for the total group and identify on the claim persons incurring such expense.
5. In accordance with the provisions of TCA —4-3-1008(3), this travel exception, effective August 1, 1998, supersedes and rescinds all previous promulgated exceptions regarding travel in the company of the Governor, and shall remain in effect until subsequently modified or rescinded.

## **The Department of Finance and Administration**

### **Special Travel Regulation Three**

### **Travel by Department Heads**

***Unless specifically addressed by the provisions contained herein, the Comprehensive Travel Regulations shall apply to all expenses or travel incurred under this regulation.***

1. Special travel status is authorized for department heads, for state employees traveling in the company of department heads, or state employees representing a department head.
2. The Commissioner of Finance and Administration in consultation with the Comptroller of the Treasury shall designate persons as department heads for the purpose of traveling under the provisions of this regulation.
3. In addition, the following persons may, in consultation with the Comptroller of the Treasury, designate persons to travel under the provisions of this regulation: the Attorney General, the Chairpersons of the Senate and House Finance, Ways and Means committees, the Chairpersons of the Fiscal Review Committee, and the Chief Justice of the Supreme Court.
4. The Commissioner of Finance and Administration has established a separate schedule for the maximum rate of reimbursement for department heads to accompany this regulation.
5. First class travel on common carrier shall be allowable at the option of the department head when accompanying others not employed by the State who are traveling in first class accommodations.
6. Department heads are authorized to hold group breakfasts, luncheons, or dinners, limited to the maximum amounts indicated in the Department Head Reimbursement Rate Schedule. Such events should be occasioned by a meeting of long duration or by circumstances where it is more feasible to provide such meals than to recess the meeting. Expenses incurred under this may be reimbursed to the sponsoring department head or charged directly to the department. Expenses for meals for employees occasioned by meetings called by the department head are allowed. A receipt or other satisfactory evidence of payment is required for reimbursement.
7. Department heads are authorized to receive reimbursement of meals and related costs when acting as host to guests of the state or other official business functions. Department heads may be reimbursed for the actual expenses incurred. Authority granted by this item may be delegated by the department head to members of the

department head's staff provided it is in writing and accompanies any claim for reimbursement, along with appropriate receipts. The propriety of such expenses shall be left solely to the discretion of the department head.

8. In accordance with the provisions of TCA 4-3-1008(3), this travel exception, effective August 1, 1998, supersedes and rescinds all previous promulgated travel exceptions concerning travel by department heads, and shall remain in effect until subsequently modified or rescinded.

**The Department of Finance and Administration**  
**Special Travel Regulation Four**  
**Travel by Board and Commission Members**

***Unless specifically addressed by the provisions contained herein, the Comprehensive Travel Regulations shall apply to all expenses or travel incurred under this regulation.***

1. Special travel status is authorized for members of Boards, Authorities, Commissions or Committees of the Executive Branch, and when designated, by the appropriate authority through law, rule, regulation, and/or policy, to those of the Judicial and Legislative Branches (excluding elected officials of the Judicial and Legislative Branches). The provisions of this travel status are also applicable to non-state members.
2. The Commissioner of Finance and Administration has established a maximum of reimbursement authorized by this special travel regulation for board and commission members.
3. Members of boards and commissions are eligible for reimbursement regardless of any per diem paid to said member unless stated otherwise in law, rule, regulation and/or policy.
4. Reimbursement for all travel shall be claimed in accordance with the Comprehensive Travel Regulations.
5. To comply with the provisions of TCA 4-3-1—8(3), departments should report quarterly out-of-state travel by board and commission members to the Department of Finance and Administration, Budget Office.
6. In accordance with the provisions of TCA 4-3-1008(3), these travel regulations, effective August 1, 1998, supersede and rescind all previous promulgated travel exceptions concerning board and commission members, and shall remain in effect until subsequently modified or rescinded.

**The Department of Finance and Administration**  
**Special Travel Regulation Five**  
**Pilot and Air Crew Travel**

***Unless specifically addressed by the provisions contained herein, the Comprehensive Travel Regulations shall apply to all expenses or travel incurred under this regulation.***

1. Persons serving as pilot, co-pilot or crew member, including maintenance personnel serving in any of these capacities, on state-owned or leased aircraft used for the purpose of transporting passengers on state business are granted travel authorization without regard to the provisions Sections 4 through 6 of the Comprehensive Travel Regulations.
2. Expenses or travel incurred under this provision are not subject to the reimbursement limits set forth in the Reimbursement Rate Schedule.
3. Reimbursement for these expenses shall be limited to the time during which the state duties are being performed and shall not apply to other travel. Receipts or other satisfactory evidence of payment are required for reimbursement.
4. Employees shall be considered on travel status one hour before actual takeoff and one hour after actual landing.
5. In addition to overnight lodging costs, lodging shall be allowed when it is necessary for crew members to wait for passengers, or when due to excessive hours of work crew members need a location to obtain rest.
6. In accordance with the provisions of TCA 4-3-1008(3), these travel regulations, effective August 1, 1998, supersede and rescind all previous promulgated travel exceptions concerning pilot and air crew travel, and shall remain in effect until subsequently modified or rescinded.

# **APPENDIX F**

## **Family Violence Shelter and Shelter Services**

### **Performance Standards**

## **Family Violence Shelter and Shelter Services Performance Standards**

### **I. Introduction**

National attention continues to be focused on the issue of family violence. Violence at home has truly become an epidemic in this country. Statistics have indicated that domestic violence is the single greatest cause of injury to women. Husbands and partners batter at least four million women every year. The impact of such family violence and intimate violence include physical injury and death of primary or secondary victims, psychological trauma, isolation from family and friends, harm to children witnessing or experiencing violence in homes in which the violence occurs, increased fear, reduced mobility and employability, homelessness, substance abuse, and a multitude of other health and related mental health consequences. The perpetuating cycle of violence is evident when we see that victims of abuse frequently become abusers themselves.

Less than two decades ago, few states had any laws aimed at reduction or preventing violence between family and household members. During the last eighteen years, numerous states have passed legislation of family violence. Tennessee was one of those states whose legislation created funding for shelters and other services for violent families. Tennessee's legislation recognized family violence as a critical social issue which can affect individuals in all types of relationships. However, the legislation limits the use of the specified State dollars to certain "eligible" individuals.

In July 1998, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs was designated the single state agency to administer the family violence programs funded with State monies under Public Chapter 930, Acts of 1984 and for administering the Federal funds under the Family Violence Prevention and Services Act. The Department of Human Services had previously administered these funds and had convened a subcommittee of the Family Violence and Child Abuse Prevention Advisory Committee to develop performance standards for family violence shelters and shelter services which provided funding from this legislation.

### **II. Purpose of Performance Standards**

These performance standards developed for family violence shelters and shelter services are stated as minimum requirements to be addressed in order to receive funding from State and Federal family violence sources. Services provided through other funding sources or to individuals deemed ineligible under State or Federal guidelines are not subject to these performance standards.

These performance standards:

- a. Provide a frame work within which family violence shelters can develop a safe, secure environment for residents and within which quality shelter services can be organized, delivered and evaluated;
- b. Define and describe the components of the service, and
- c. Delineate requirements which must be met during the service delivery process.

These standards will become part of the contract of each agency which provides family violence shelter and shelter services. Each agency must meet all of the requirements established by the standards in order to be in full contractual compliance.

### **III. Eligibility for Family Violence Shelter and/or Shelter Services**

For the purpose of this Chapter, family or household members mean individuals who customarily reside in a household and who are in need of temporary shelter because their lives or welfare are in danger.

Eligibility for services are:

- a. To receive shelter and/or shelter services, the individual (victim) should customarily reside in a household with the perpetrator.
- b. An eligible individual is one who is in need of temporary shelter, and upon whom the perpetrator has caused or attempted to cause bodily injury or has established fear of imminent, physical harm by threat or action or has put at risk the individual's welfare.
- c. Individuals may be deemed eligible for services if they are adults eighteen years of age or older or emancipated minors, regardless of sex, mental functioning, or handicap.
- d. Children or dependents of the eligible individual are eligible for equivalent family violence shelter or shelter services (\*) regardless of sex, age, mental functioning or handicap. (\*) Equivalent Services can be construed to mean referral to more appropriate agencies.

### **IV. Program Requirements**

Family violence programs funded with State monies under Public Chapter 930 shall include, at minimum, a family violence shelter as defined below and a series of shelter services considered vital to the needs of the victim, children and dependents. Shelter services shall be available to eligible individuals whether or

not residency in a shelter is required. Shelter services may be provided within a shelter facility and/or outside a shelter facility. The eight core services required of all programs consist of shelter, hotline, referral services, counseling for family violence victims, advocacy for family violence victims, transportation arrangements, follow-up, and community education.

a. Family Violence Shelters (Definition)

A place where only family violence victims, their children and dependents can seek temporary refuge twenty-four hours a day, seven (7) days a week, 365 days a year. This definition includes a program which operates a shelter, or which develops and manages a system under which safe homes or commercial lodgings are used as a refuge for family violence victims, their children and dependents. Commercial lodging is the least acceptable residential service to be provided. Standards, which apply to safe homes and commercial lodging, are outlined in Section 3 and 4. Shelter facilities must have confidential locations and be located in separate facilities that exclusively serve family violence victims and their dependents. Eligible programs must have some form of shelter at the time of application with definite plans of opening a facility with a confidential location.

b. Physical Plant (Shelter)

- (1) The Department shall review shelter programs to determine compliance with certain requirements pertaining to fire, health and safety. Compliance with the requirements of Chapter 21 of the Life Safety Code (Fire Standards), provided herein, however, shall not relieve the agency from the legal responsibility of complying with all other applicable health and safety codes and standards. The following requirements will be monitored by the Department of Finance and Administrations' program evaluators.
  - i. No lead paint or peeling paints in the shelter or on shelter walls, furniture, cabinets, doors, windows, stairs, and porches; and
  - ii. All hazardous materials must be safely secured and stored away from the reach of children.
  - iii. All electrical outlets not in use must contain child proof plugs.
- (2) A shelter program shall have arrangements for the provision of food. In a shelter, this includes access to cooking facilities, refrigeration and utensils or equipment.
- (3) A shelter program shall have bathing, lavatory and toilet facilities available on the premises. The shelter program will provide access to laundry facilities.

- (4) A shelter program shall have sleeping beds available for each person in residence. Cribs or playpens shall be available for infants and toddlers.
- (5) A shelter program shall provide a centrally located secure storage for medications belonging to residents.
- (6) A shelter program shall provide residents access to telephone communications.
- (7) A shelter program shall provide that all external entrances or exits, to include doors, windows, skylights, cellars, etc., are securable.
- (8) A shelter program shall provide access to supplies for personal hygiene of all residents.
- (9) A shelter program shall provide a reasonably safe and comfortable environment in which to reside, which includes heat, ventilation, and cleanliness. A shelter must have adequate heating/cooling equipment to be comfortable whenever necessary. A shelter must have carbon monoxide detectors installed and centrally located, if gas appliances are used.
- (10) A shelter program shall prohibit possession and use of weapons, alcohol or illegal drugs on its premise.
- (11) A shelter program shall have a secure play space for children and appropriate play equipment.

c. Program (Shelter, Safe Home, Commercial Lodging)

- (1) A shelter program shall provide all residents of their facility an orientation to the premises. This orientation will also include an explanation of facility rules, rights and responsibilities of the residents and the operating procedure of the facility.
- (2) A shelter program shall have staff on the premise 24 hours or written policy which establishes immediate access to staff or trained volunteers.  
This access shall be available to residents in shelters, safehomes or commercial lodging. This policy must be made available to all residents.
- (3) A shelter program shall have a written plan for fire/tornado **evacuation**. Evacuation plans must be posted; and reviewed during orientation. Fire and tornado drills must be held periodically.

- (4) A shelter program shall have a written policy concerning the security of resident's belongings.
- (5) A shelter program shall have written policy which provides for the security and confidentiality of residents' location. This policy must include procedures regarding intruders or trespassers, contact with local law enforcement, and access to staff or the designated person, twenty-four hours a day.
- (6) A shelter program shall provide access to a telephone and have written policy for utilization of the telephone by residents.
- (7) A shelter program shall have written policy and procedure for emergency medical needs and routine medical needs of shelter residents.
- (8) A shelter program shall have services for child residents which includes:
  - i. Staff or volunteers trained to meet needs of children.
  - ii. Provision of counseling and/or advocacy for children.
  - iii. Provisions for adequate and secure indoor play space and recreational activities. Outdoor space, where available, should be adequate and secure.
  - iv. Age appropriate intervention activities based on needs of the individual child.
  - v. Written policy concerning educational plan for children in the shelter.
  - vi. Written policy concerning non-violent discipline to be practiced by staff and residents alike.
  - vii. Written policy regarding child care.
  - viii. Written policy and procedure regarding reporting of child abuse to the Department of Children's Services.
  - ix. Written policies regarding the rights and responsibilities of children and an orientation of these children where age appropriate to these rights and responsibilities.
- d. Safe Homes/Commercial Lodging

Eligibility standards described in Section 3 apply to shelter, safe homes, and commercial lodgings as residential services. Additional standards specifically for safe homes and commercial lodging includes:

- (1) The shelter program shall have a written process for the selection and continued evaluation of safe homes.
- (2) The shelter program shall provide adequate and appropriate training for safe home providers.
- (3) Safe home providers shall have a written statement of the rights and responsibilities provided by the shelter program.
- (4) Safe homes should provide sleeping privacy for guests and access to bathing and laundry facilities, food and telephone access.
- (5) The shelter program will assure that residents of a safe home system or commercial lodging have equal access to all the core services including daily contact by staff or trained volunteer.
- (6) As noted, commercial lodging is available for use by shelter programs. However, commercial lodging is the least preferable type of residential service. Programs are encouraged to develop a safe home network system or ideally a separate shelter facility to assure quality service delivery. Programs must at least have definable plans for the opening of a separate shelter facility with a confidential location.

e. Shelter Services (Definition)

- (1) Activities which are provided to eligible victims of family violence, their children and dependents as part of an organized program which may or may not include residential services through a family violence shelter. The program of shelter services should be organized to include all of the described core services which are basic to the need of the victims, their children and dependents.

f. Core Services

- (1) Twenty-four Hour Access To Telephone Crisis-Hotline  
This service may be a contracted service; may be operated directly by staff or trained volunteer; or may be on a call forwarding system if available. Answering machines may not be used, except in localities where call forwarding is not

available. Then, the answering machine may be used only for restricted periods of time, up to a maximum of one hour per usage. The immediate return of calls received on an answering machine or through the contracted service is required.

- (2) Referral - Appropriate linkage and access to community resources to meet the needs of the victims or their children or dependents. These linkages may include community services such as medical, legal, judicial, mental health, educational, housing, employment, financial and in-kind assistance, social, alcohol and drug rehabilitation and protective services for adults and children.

Individuals who are eligible for shelter or shelter services but who cannot be served in a program, shall receive referral services to a more appropriate program.

- (3) Counseling for Family Violence Victims. This service may be provided on the telephone, or on an individual or group basis by the staff of the program or trained volunteers. This service shall be provided to the victim. Children, dependents and significant family or support individuals may receive counseling on behalf of the victim. This service contrasts to therapy provided through a mental health service which is not a core service for intervention with victims of family violence. Individuals who require therapy in addition to counseling as part of their plan of service shall be referred to mental health services within the community.

The following types of counseling shall be available:

- i. Crisis intervention.
  - ii. Support counseling.
  - iii. Information sharing on domestic violence dynamics and other related issues.
  - iv. Individual planning to include assessment, goal and resource development, and evaluation.
  - v. Safety planning.
- (4) Advocacy for Family Violence Victims. Advocacy for family violence victims shall occur at two levels in order to assure impact on the needs of the victim, children and dependents.

Individual advocacy may include the following types of activities:

- i. Preparation in using other community resources.
- ii. Identification of significant individuals to contact.
- iii. Establishing linkage with community resources.
- iv. Facilitating provisions of services.
- v. Providing accompaniment and support to the victim.

Systems advocacy includes intervention with such organizations as medical, legal, judicial, educational, financial, social, mental health, transportation, law enforcement, religious, housing and employment. Advocacy activities within these organizations may include:

- i. Establishing and maintaining linkage with community agencies and individuals.
- ii. Training community agencies.
- iii. Participating in appropriate professional organization and community services network.

#### (5) Transportation Arrangements

This service may be provided by the most appropriate means for the area.

Transportation arrangements may be provided by staff or volunteers in personal vehicles or commercial vehicles such as bus or cab, or by local law enforcement officials, or human service agency representatives.

Transportation arrangements may be needed for the removal of the victim and dependents from the situation, transportation to the shelter or a safe place, for vital services and/or attainment of necessary community services. The client is encouraged to provide or arrange for transportation services when possible.

#### (6) Follow-up

Follow-up service is specifically designed for individuals who have been residents of a shelter, safe home or commercial lodging. Follow-up services may include any of the core services to assist in stabilizing the victim's circumstances. Continued involvement of the program, type of follow-up service, and length of time available

shall be determined by the client wherever possible or appropriate. Programs, whose follow-up service is formalized for research or data purposes, must respect the victim's safety and confidentiality. Re-contact for any purpose may be conducted only with the victim's written prior approval.

(7) Community Education

This service shall be provided by staff or trained volunteers through public awareness campaigns, public speaking, training activities and media messages with the following objectives in mind:

- i. Informing the community of the services available.
- ii. Educating the community or specific groups on the issues of family violence.

g. Non-Core Services

(1) Counseling for Perpetrators

The primary focus of program services is to meet the needs of victims of family violence, their children or dependents. However, the law allows for the provision of services to the perpetrator. Programs may elect to provide services which target the perpetrator's needs only after all core services for the victims and their children and dependents are fully developed.

A shelter program may operate their own perpetrator's program or may contract with an independent perpetrator program in the community. Program staff time may be used for the training of providers, referrals, court liaison work, and follow-up.

Shelter programs which provide direct services to perpetrators or have staff linkage to perpetrator programs shall:

- i. Operate with a philosophical base which recognizes battering as a crime, and as a responsibility of the perpetrator; which acknowledges battering as a complex issue which involves power struggles wherein one individual or group uses violence to exert control over another; which recognizes that battering has been condoned and perpetuated by systems discrimination in our society.

- ii. Maintain separate advisory committees for the perpetrator program and the victim program.
- iii. Allow court mandated or voluntary program designs. A court mandated design shall maintain clearly enforceable consequences for non-compliance by the perpetrator.
- iv. Operate the perpetrator program in a separate location from that which serves the victim, their children and/or dependents.
- v. Maintain direct contact with the victim's shelter program to ensure the continued safety of the victim, child and dependent.
- vi. Assure the right of confidentiality of and between the perpetrator and victim.
- vii. Assure that the provision of services to either the victim or the perpetrator is not conditional or contingent upon participation of either in the other's service plan.

## **V. Program Administration**

- a. The program shall have a written non-discrimination policy with regard to sex, race, religion, sexual preference, national origin, disability, age, or marital status in administering the program of services.
- b. Each program shall have written rules, regulations and rights which are given to shelter residents and available to non-residents as appropriate as part of the intake process. These should include:
  - (1) An explanation of services available.
  - (2) House rules, as appropriate.
  - (3) Confidentiality.
  - (4) Reasons and process for termination from the program.
  - (5) Program length of stay, availability of extension, and the process for re-entry to the program.
  - (6) Policy and procedures for child abuse reporting; and adult abuse reporting.

- (7) Grievance procedures.
  - c. Termination of Shelter/Services to Individuals - Program policy regarding termination must require:
    - (1) Notification to the individual in writing and verbally of decision, reasons for termination and right and process of appeal.
    - (2) Notification, in writing, of services available from program to facilitate termination process.
    - (3) The knowledge and approval of the program director or designee for all terminations.
  - d. Grievance Procedure
- Program policy regarding grievance shall require:
- (1) Procedures which clearly describe the lines of decision-making for appeals.
  - (2) Appeals to be submitted in writing within 24 hours of the event.
  - (3) Response to an appeal at each level to be within 24 hours and in writing. (Due to the time line, OCJP should be omitted from the appeal procedure).
  - (4) A copy of the grievance, supportive information and disposition of the appeal be maintained in the individual's file.
- e. Confidentiality

Program policy regarding confidentiality shall require:

- (1) The shelter program to have written policy regarding the disclosure of information about any program participant. This policy will specify procedures regarding release of client information to include who may release information, what types of information may be released, to what resources the information may be released, the purpose to release information and under what conditions information may be released.
- (2) Prior written consent of the program participant to release any information is required except under four conditions:

- i. Disclosure for medical emergency;
  - ii. Disclosure to legal guardian of a program participant who has been legally declared incompetent;
  - iii. Disclosure for reporting of child abuse or adult abuse; and
  - iv. Disclosure required by subpoena or for monitoring and auditing purposes
- (3) The staff of the shelter program and volunteers are to be fully informed of the ethics of confidentiality and sign a oath of compliance with the confidentiality requirements of the program.
- f. Evaluation
  - (1) The shelter program must provide a mechanism for participant evaluation of services provided.
  - (2) The shelter program must provide for an annual evaluation of their established goals and objectives.

## **VI. Service Delivery Process**

The goal of all service delivery is to provide for crisis intervention and continued safety for the victim, children and dependents and to empower the victim to meet self-determined goals. The service delivery process involves four areas - intake, assessment, case plans, and case records. Staff and supervised trained volunteers may provide services.

### **a. Intake**

The shelter program shall have written policy regarding intake procedures. The policy shall address:

- (1) Availability of intake 24 hours a day, seven days a week.
- (2) Type and extent of information required to determine and document eligibility.
- (3) Procedure to assist immediate needs, including safety, and to determine appropriate services or referral, and
- (4) Clarification of access to program services.

### **b. Assessment**

The shelter program shall provide on-going assessment of each eligible participant and their situation. This assessment shall constitute the basis upon which the service plan and safety plan are developed with each of the participants.

The assessment is influenced by the following factors.

- (1) The circumstances of the victim such as their age, physical condition and emotional state; and their level of danger or risk.
- (2) Responsibilities for children or dependents and their needs.
- (3) Strength of and access to family relationships and support networks.
- (4) Educational and personal skills levels, and economic resources available to structure a level of service provision.
- (5) Progress in achieving goals established in service plan (relates to assessment prior to development of safety plan).

c. Case Plan

Three plans are available to structure service provision for the eligible victim. Each of these plans is developed with the full participation and involvement of the victim. Each is outlined below.

The first plan is termed a service plan. The plan will identify a goal, and outline the services and resources necessary to meet the goal and facilitate the safety of the individual. In addition, the plan will identify the staff responsible for coordination of service provisions and estimate the time frames for provision of the services.

The second plan is the safety plan. This plan is developed with participation of staff or trained volunteers. The victim does not have to be a resident of a shelter facility to develop a safety plan. This plan is designed to give the victim options, and a plan of action, once the victim leaves the shelter or is thinking about leaving their abuser. Children should also complete a safety plan, when age appropriate.

The third plan is the exit plan. This plan is developed, if possible, at the time the victim leaves the shelter. Such a plan may also be in order at the time the victim completed a shelter service. The exit plan will contain a brief synopsis or check-off indicating progress on services provided. It will designate additional services needed and potential resources for those services. The safety plan is an integral part of the exit plan. During the development of the exit plan, the victim shall be notified of the availability of continued or additional

services if re-entry is required. The victim must be provided an opportunity to evaluate the program of services.

d. Case Record

Case records are required on each customer. The case record shall reflect the range of services provided to the victim including services provided to children, dependents and perpetrator.

Documentation of services provided shall be brief and concise; documentation should be recorded in a professional manner. Documentation may vary from a single page form which documents a hot-line call to a full case narrative.

Each case record, residential and non-residential shall contain as appropriate:

- (1) Intake information.
- (2) Assessment.
- (3) Service plan.
- (4) Exit plan which includes follow-up.
- (5) Safety plan

In addition, residential records shall include:

- (1) Health releases for women and children .
- (2) Release of information forms.
- (3) A copy of the rules, rights and responsibility sheet of the shelter which reflects the signature of the resident (s).

## **VII. Agency Requirements**

a. Administration

- (1) The program administration shall assure, to the extent feasible, that any funds allocated for family violence shelter or shelter services shall be used to provide services in addition to those already provided by the Office of Criminal Justice Programs, in the Department of Finance and Administration. .

- (2) The program administration shall be a public or a not-for-profit corporation, and be tax-exempt under Section 501 of the Internal Revenue Code.
- (3) The program administration shall comply with Tennessee Code Annotated, Section 37-1-403 and 37-1-605 by reporting cases of suspected child abuse to the Department of Children's Services and Tennessee Code Annotated, Section 71-6-103 by reporting cases of suspected adult abuse to the Department of Human Services. Appropriate adult protective service referrals would be those adults who are elderly or mentally or physically impaired, and who are incapable of obtaining for themselves the basic care or protection they require.
- (4) The program administration shall submit monthly statistical reports to program staff to include the number of victims served, number of shelter nights, volunteer hours provided, crisis calls received, and counseling hours provided. In addition, the program administration shall submit to the Department a written annual report on the progress made toward achievement of the program's goals and objectives. No information contained in the report shall identify any person served or enable any person to determine the identity of such a person. Additional information may be requested periodically.
- (5) The program administration shall be in compliance with Titles VI and VII of the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, and the Pro-Children's Act of 1994 (Public Law 103-227, Part C. Environmental Tobacco Smoke).

b. Governing Boards

- (1) All agencies shall have a governing board which meets regularly with staff.
- (2) All shelter programs which are incorporated in umbrella agencies shall have a separate advisory body in addition to the governing board.
- (3) A designated member of the advisory body shall serve on the governing boards.
- (4) Membership on the governing board or the advisory body, in the case of a shelter program incorporated into an umbrella

agency, shall consist of individuals who reside in the community served by the shelter program, who have an understanding of the problem of family violence, who have an interest in the prevention of family violence and provision of services to victims of family violence.

- (5) Membership of the governing board or advisory body should be broad based, must reflect the racial and ethnic composition of the community served and should include representative victims of family violence.
- (6) Women should maintain a significant proportion of key decision making positions on the governing board or advisory body.
- (7) Board members must not be related by blood or marriage to other board members or staff, and must use good judgment to avoid even the appearance of a conflict of interest.

c. Personnel Requirements

- (1) The governing body shall adopt and have implemented written program personnel policies which are reviewed annually. These policies, which pertain to paid personnel only, shall address:
  - i. Non-discrimination in regard to sex, race, religion, color, sexual preference, national origin, disability, age or marital status;
  - ii. Recruitment, selection, promotion, and termination;
  - iii. Benefits;
  - iv. Vacation, sick leave and annual leave accrual, compensatory time;
  - v. Rules of conduct;
  - vi. Disciplinary actions;
  - vii. Grievances;
  - viii. Supervision; and
  - ix. Written work performance evaluation.

- (2) Written job description for all program positions shall be available. These written descriptions shall include but not be limited to:

- i. Job title;
- ii. Tasks and responsibilities of the job;
- iii. Required skills, knowledge and experience;
- iv. Salary range; and
- v. Lines of authority

d. Staff Requirements

All staff employed with a shelter should possess an understanding of the issues of family violence.

(1) Qualifications

- i. Program director: minimum requirements include a high school diploma or GED certification and additional life, work or educational experiences which apply to the duties and responsibilities outlined in the job description.
- ii. Support staff: minimum requirements include life, work or educational experiences which apply to the duties and responsibilities outline in the job description. Such support staff positions should include coordinators, direct service case workers, house managers, secretarial, maintenance, bookkeepers, and other professional staff.

(2) Wage and Hour Requirements

The shelter program positions shall be compensated in compliance with applicable federal and state laws which include the Fair Labor Standards Act.

(3) Orientation

The shelter program shall provide for a staff orientation which shall include:

- i. Insuring overall familiarization with the agency and program purpose, objectives, structure and policy; and

- ii. Specific exposure to and training in the duties of the position.

(4) Staff Development

The shelter program shall provide a written plan for staff development and training which shall include:

- i. Initial training for new staff;
- ii. Ongoing training for personnel;
- iii. Policy for leaves for conferences, classes or institutes; and
- iv. Regular staff meetings for discussion of programs, problems, policies and method of practice.

(5) Volunteers

A shelter program shall have written policy and a plan on the use of all volunteers (direct services, maintenance, and transportation) which shall include:

- i. An application filed and individual screening;
- ii. A full description of duties and rights, including confidentiality policy and practices;
- iii. Provision for supervision;
- iv. Provision of role appropriate orientation, initial training and ongoing training.
- v. Guidelines and policy for termination; and
- vi. Policies and procedures for contracting of volunteer services.

This policy shall assure non-discrimination in regard to sex, color, race, religion, sexual preference, national origin, disability, age, or marital status in the recruitment, and selection of volunteers and in placement of assignment. Where possible, volunteers should be selected to reflect the racial and ethnic composition of the community served by the shelter program.

# **APPENDIX G**

## **CHAPTER 21**

### **LIFE SAFETY CODES**

## CHAPTER 21 RESIDENTIAL BOARD AND CARE OCCUPANCIES

### SECTION 21-1 GENERAL REQUIREMENTS

#### 21-1.1 Application.

**21-1.1.1\*** All facilities classified as residential board and care occupancies shall conform to the requirements of this chapter. This chapter is divided into four sections as follows:

- (a) Section 21-1 — General Requirements.
- (b) Section 21-2 — Small Facilities (i.e., Sleeping accommodations for not more than 16 residents).
- (c) Section 21-3 — Large Facilities (i.e., Sleeping accommodations for more than 16 residents).
- (d) Section 21-4 — Suitability of an Apartment Building to House a Board and Care Occupancy.

#### 21-1.2 Mixed Occupancies.

**21-1.2.1** Where another type of occupancy occurs in the same building as a residential board and care occupancy, the requirements of 1-4.7 of this Code shall apply.

**Exception No. 1:** *Occupancies that are completely separated from all portions of the building used for a residential board and care facility and its exit system by construction having a fire resistance rating of at least 2 hours.*

**Exception No. 2:** *Apartment buildings housing residential board and care occupancies in conformance with Section 21-4. In such facilities, any safeguards required by Section 21-4 that are more restrictive than those for other housed occupancies apply only to the extent prescribed by Section 21-4.*

#### 21-1.3 Definitions.

**Residential Board and Care Occupancy.\*** A building or part thereof used to provide lodging, boarding, and personal care services for four or more residents unrelated by blood or marriage to its owners or operators.

**Personal Care.** "Personal care" means protective care of a resident who does not require chronic or convalescent medical or nursing care. Personal care involves responsibility for the safety of the resident when in the building. Protective care may include a daily awareness by the management of the resident's functioning and his or her whereabouts, the arrangement of appointments and reminders of appointments for a resident, the ability and readiness to intervene if a crisis arises for a resident, supervision in areas of nutrition and medication, and actual provision of transient medical care.

**Evacuation Capability.\*** Evacuation capability is the ability of the occupants, residents, and staff as a group to either evacuate the building or relocate from the point of occupancy to a point of safety. Following are the levels of evacuation capability covered by this chapter:

- (a) **Prompt.** Evacuation capability equivalent to the capability of the general population where applying the requirements for residential occupancies covered by Chapters 16, 17, 18, 19, 20 and 22.
- (b) **Slow.** Evacuation capability of the group to move to a point of safety in a timely manner, with some of the residents requiring assistance from the staff.

(c) **Impractical.** A group, even with staff assistance, that cannot reliably move to a point of safety in a timely manner.

**Hazardous Area.** A hazardous area is any space that contains storage or other activity having fuel conditions exceeding that of a one- or two-family dwelling and possessing the potential for a fully involved fire. Hazardous areas include, but are not limited to, areas for cartoned storage, food or household maintenance items in wholesale or institutional-type quantities and concentrations, or massed storage of residents' belongings. Areas containing approved, properly installed and maintained furnaces and heating equipment, and furnace rooms, cooking, and laundry facilities are not classed as hazardous areas solely on the basis of such equipment.

**Point of Safety.** A point of safety is a location that meets one of the following conditions:

- (a) It is exterior to and away from the building.
- (b) It is within a building of any construction protected throughout by an approved automatic sprinkler system and is either:

1. Within an exit enclosure meeting the requirements of this Code, or

2. Within another portion of the building that is separated by smoke barriers in accordance with Section 6-3 having a fire resistance rating of at least 20 minutes and that has access to a means of escape or exit that does not require return to the area of fire involvement and that conforms to the requirements of this Code.

(c) It is within a building of Type I, Type II (222) or (111), Type III (211), Type IV, or Type V (111) construction (see 6-2.1) and is either:

1. Within an exit enclosure meeting the requirements of this Code, or

2. Within another portion of the building that is separated by smoke barriers in accordance with Section 6-3 having a fire resistance rating of at least 20 minutes and that has access to a means of escape or exit that does not require return to the area of fire involvement and that conforms to the requirements of this Code.

**Resident.** A person who is receiving personal care and resides in a residential board and care facility.

**Staff.** A person who provides personal care services, supervision, or assistance to residents.

**21-1.4 Acceptability of Means of Egress or Escape.** No means of escape or means of egress shall be considered as complying with the minimum criteria for acceptance unless emergency evacuation drills are regularly conducted using that route in accordance with the requirements of 3 1-7.3.

### SECTION 21-2 SMALL FACILITIES

#### 21-2.1 General,

**21-2.1.1 Scope.** This section applies to residential board and care occupancies providing sleeping accommodations for not more than 16 residents. Where there are sleeping accommodations for more than 16 residents, the occupancy will be classed as a large facility. The requirements for large facilities are in Section 21-3.

H-2.1.1.2 The requirements of this section are applicable to new construction and existing buildings according to the provisions of Section I-4 of this Code.

### 21-2.1.3 Requirements Based on Evacuation Capability.

21-2.1.3.1 Small facilities shall comply with the requirements of Section 21-2 as indicated for the appropriate evacuation capability.

**Exception No. 1\*.** *Facilities where the authority having jurisdiction has determined equivalent safety is provided in accordance with Section I-5.*

**Exception No. 2.** *Facilities that were previously approved as complying with the requirements for a large facility with the same evacuation capability.*

### 21-2.1.4 Minimum Construction Requirements.

#### 21-2.1.4.1 Prompt. No Special Requirements.

**21-2.1.4.2 Slow.** The facility shall be housed in a building where the interior is fully sheathed with lath and plaster or material with a 15-minute finish rating, including all portions of the bearing walls, bearing partitions, floor constructions, and roofs. All columns, beams, girders, and trusses are similarly encased, or otherwise treated to provide a minimum of at least a 20-minute fire resistance rating.

**Exception No. 1:** *Buildings with the only exposed steel or wood serving as columns and support beams (but not joists) located in the basement area are considered as fully sheathed.*

**Exception No. 2.** *Buildings of Type I, Type II (I I I), Type III (21 I), Type IV, or Type V (111) construction. (See 6-2.1.)*

**Exception No. 3.** *Buildings where all portions not sheathed are protected by an approved automatic sprinkler system in accordance with 21-2.3.5.*

**Exception No. 4:** *Unfinished, unused, and essentially inaccessible loft, attic, or crawl spaces.*

**Exception No. 5.** *Where the facility can demonstrate to the authority having jurisdiction that the group is capable of evacuating the building in eight minutes or less or achieves an E-Score of three or less using NFPA 101 M, Alternative Approaches to Life Safety, Chapter 5.*

**21-2.1.4.3 Impractical.** Buildings may be of any type construction in accordance with 6-2.1 other than Type II (000), Type III (200), or Type V (000). (Also see 21-2.3.5.2.)

**Exception.** *Buildings protected throughout by an approved supervised automatic sprinkler system in accordance with 21-2.3.5 may be of Type II (000), Type III (200), or Type V (000) construction.*

### 21-2.2 Means of Escape.

**21-2.2.1 Number of Means of Escape.** Every facility shall have at least two remotely located means of escape that do not involve windows from each normally occupied story. At least one of these means of escape shall comply with 21-2.2.2.

**Exception No. 1:** *In prompt facilities, one means of escape may involve windows complying with 21-2.2.3(c).*

**Exception No. 2:** *A second means of escape from each story is not required where the entire building is protected throughout by an approved automatic sprinkler system complying with 21-2.3.5, and the facility has two means of escape.*

**21-2.2.2 Primary Means of Escape.** Every sleeping room and living area shall have access to a primary means of escape so located as to provide a safe path of travel to the outside of the building without traversing any corridor or other space exposed to unprotected vertical openings. Where sleeping rooms or living areas are above or below the level of exit discharge, the primary means of escape shall be an enclosed interior stair, exterior stair, horizontal exit, or an existing fire escape stair. Also, in slow and impractical facilities, the primary means of escape for each sleeping room shall not be exposed to common living spaces such as living rooms and kitchens.

**21-2.2.3 Secondary Means of Escape.** In addition to the primary route, each sleeping room shall have a second means of escape or alternate protection that consists of one of the following:

(a) A door, stairway, passage, or hall providing a means of unobstructed travel to the outside of the dwelling at street or ground level that is independent of and remote from the primary means of escape.

(b) A passage through an adjacent nonlockable space, independent of and remote from the primary means of escape to any approved means of escape.

(c) An outside window or door operable from the inside without the use of tools and providing a clear opening of not less than 20 in. (50.8 cm) in width, 24 in. (61 cm) in height, and 5.7 sq ft (.53 sq m) in area. The bottom of the opening shall not be more than 44 in. (112 cm) off the floor. Such means of escape shall be acceptable if:

(1) the window is within 20 ft (6.1 m) of grade or,

(2) the window is directly accessible to fire department rescue apparatus as approved by the authority having jurisdiction, or

(3) the window or door opens onto an exterior balcony.

(d) The sleeping room shall be separated from all other parts of the facility by construction having a fire resistance rating of at least 20 minutes and shall be equipped with a door that resists passage of fire for at least 20 minutes and is designed and installed to minimize smoke leakage. A means of providing smoke venting and fresh air to the occupants shall be provided.

**Exception No. 1:** *If the sleeping room has a door leading directly to the outside of the building with access to grade, or to a stairway that meets the requirements for exterior stairs in 21-2.3.X.2, that means of escape shall be considered as meeting all the escape requirements for the sleeping room.*

**Exception No. 2:** *A second means of escape or alternate protection from each sleeping room is not required where the facility is protected throughout by an approved automatic sprinkler system complying with 21-2.3.5.*

**Exception No. 3.** *Existing approved means of escape may be continued in service.*

**21-2.2.4 Enclosed interior Stairs.** Interior stairways shall be enclosed with 20-minute fire barriers with all openings protected with smoke actuated automatic or self-closing doors having a fire resistance comparable to that required for the enclosure. Stairways shall comply with 5-2.2.3.5.

**Exception No. 1:** *Stairs connecting two levels only may be open to other than the street floor.*

**Exception No. 2:** *In prompt and slow facilities, stairways may be unprotected in accordance with the Exception to 21-2.3.1.1.*

**21-2.2.5 Doors.**

21-2.2.5.1 No door or path of travel to a means of egress shall be less than 32 in. (81 cm) wide.

**Exception No. 1.** *In existing buildings and in conversions, 28-in. (71-cm) doors may be continued in use.*

**Exception No. 2:** *Bathroom doors may be 24 in. (61 cm) wide.*

21-2.2.5.2 Every closet door latch shall be such that it can be readily opened from the inside in case of emergency.

21-2.2.5.3 Every bathroom door shall be designed to permit the opening of the locked door from the outside in an emergency.

21-2.2.5.4 No door in any means of egress shall be locked against egress when the building is occupied.

21-2.2.6 The width, risers, and treads of every stair shall comply with the minimum requirements for Class B stairs as described in 5-2.2.

**Exception.** *Existing noncomplying stairs may be continued in use subject to the approval of the authority having jurisdiction.*

21-2.2.7 Winders in accordance with 5-2.2.2.8 are permitted.

**21-2.3 Protection.****21-2.3.1 Protection of Vertical Openings.**

21-2.3.1.1 Vertical openings shall be protected so that no primary exit route is exposed to an unprotected vertical opening. The vertical opening is considered protected if the opening is cut off and enclosed in a manner that provides a fire resisting capability of not less than 20 minutes and resists the passage of smoke. Any doors or openings shall have fire and smoke resisting capability equivalent to the enclosure and shall be self-closing or automatic-closing in accordance with 5-2.1.8.

**Exception.** *In buildings three or fewer stories in height, housing prompt and slow facilities protected throughout by an approved automatic sprinkler system in accordance with 21-2.3.5, unprotected vertical openings are permitted. However, in such case, there shall still remain a primary means of exit from each sleeping area that does not require occupants to pass through a portion of a lower floor, unless that route is separated from all spaces on that floor by construction having a 20-minute fire resistance rating.*

21-2.3.1.2 Exterior stairs shall be reasonably protected from blockage by a fire that would simultaneously expose both the interior and exterior means of escape. This may be accomplished by physical separation distance, arrangement of the stairs, protection of the openings exposing the stairs, or other means acceptable to the authority having jurisdiction.

**21-2.3.2 Hazardous Areas.** Any hazardous area shall be protected in accordance with the following:

(a) If a hazardous area is on the same floor as, and is in or abuts a primary means of escape or a sleeping room, the hazardous area shall be protected by either:

1. An enclosure with a fire resistance rating of at least 1 hour with a self-closing or automatic-closing fire door in accordance with 5-2.1.8 having a fire protection rating of at least ¼ hour, or

2. Automatic sprinkler protection, in accordance with 21-2.3.5, of the hazardous area and a separation that will resist the passage of smoke between the hazardous area and the exposed sleeping area or primary exit route. Any doors in such separation shall be self-closing or automatic-closing in accordance with 5-2.1.8.

(b) Other hazardous areas shall be protected by either:

1. An enclosure with a fire resistance rating of at least 20 minutes with a self-closing or automatic-closing door in accordance with 5-2.1.8 at least equivalent to a 1¼-in. (4.4-cm) solid bonded wood core construction, or

2. Automatic sprinkler protection, in accordance with 21-2.3.5, of the hazardous area regardless of enclosure.

**21-2.3.3 Interior Finish.** Interior wall and ceiling finish shall be Class A or Class B in accordance with Section 6-5. There are no requirements for interior floor finish.

**Exception:** *Class C interior wall and ceiling finish is permitted in prompt facilities.*

**21-2.3.4 Detection, Alarm, and Communication Systems.**

**21-2.3.4.1 Fire Alarm Systems.** A manual fire alarm system shall be provided in accordance with Section 7-6.

**Exception No. 1:** *If there are interconnected smoke detectors meeting the requirements of 21-2.3.4.2, and there is at least one manual fire alarm station per floor arranged to continuously sound the smoke detector alarms.*

**Exception No. 2:** *Other manually activated continuously sounding alarms acceptable to the authority having jurisdiction.*

**21-2.3.4.2 Smoke Detectors.** Approved smoke detectors shall be installed in accordance with 7-6.2.9. These shall be powered by the house electrical service and, when activated, shall initiate an alarm that is audible in all sleeping areas. Detectors shall be installed on all levels, including basements, but excluding crawl spaces and unfinished attics. Additional detectors shall be installed for living rooms, dens, day rooms, and similar spaces.

**Exception.** *Detectors may be omitted in buildings protected throughout by an approved automatic sprinkler system in accordance with 21-2.3.5 using quick response or residential sprinklers.*

**21-2.3.5 Automatic Extinguishing Systems.**

**21-2.3.5.1** Where an automatic sprinkler system is installed, either for total or partial building coverage, the system shall be in accordance with Section 7-7 and shall activate the fire alarm system in accordance with Section 7-6.

**Exception No. 1:** *In impractical facilities, a sprinkler system complying with NFPA 13D, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Mobile Homes, with a 30-minute water supply, may be used provided all habitable areas and closets are sprinklered. Automatic sprinklers may be omitted in bathrooms not over 5.5 sq ft (5.1 sq m), provided such spaces are finished with lath and plaster, or material with a 15-minute finish rating.*

**Exception No. 2:** *In prompt and slow facilities, a sprinkler system complying with NFPA 13D, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Mobile Homes, may be used. Automatic sprinklers may be omitted in small compartmented areas, such as closets not over 24 sq ft (2.2 sq m) and bathrooms not over 55 sq ft (5.1 sq m).*

provided such **spaces are finished with lath and plaster, or materials with a 1 j-minute finish rating.**

**21-2.3.5.2 impractical.** All impractical facilities shall be protected throughout by an approved supervised automatic sprinkler system in accordance with 21-2.3.5.1.

21-2.3.5.3 Sprinkler piping serving not more than six sprinklers for any isolated hazardous area may be installed in accordance with 7-7.1.2.

#### 21-2.3.6 Construction of Corridor Walls.

21-2.3.6.1 The separation walls of sleeping rooms shall be capable of resisting fire for at least 20 minutes. This is considered achieved if the partitioning is finished on both sides with lath and plaster, or material with a 1 S-minute finish rating. Sleeping room doors shall be substantial doors, such as those of 1¼-in. (4.4-cm) solid bonded wood core construction, or of other construction of equal or greater stability and fire integrity. Any vision panels shall be of wired glass, not exceeding 1296 sq in. (0.84 sq m) in area each, installed in approved frames.

*Exception No. 1: In prompt facilities, all sleeping rooms may be separated from the escape route by walls and doors that are smoke resistant.*

*Exception No. 2. Where the facility can demonstrate to the authority having jurisdiction that the group is capable of evacuating the building in eight minutes or less, or achieves an E-score of three or less using NFPA 101 M, Alternative Approaches to Life Safety, Chapter 5, sleeping rooms may be separated from escape routes by walls and doors that are smoke resistant.*

*Exception No. 3: Corridor walls and doors that are capable of resisting the passage of smoke and that are protected by automatic sprinklers in accordance with 21-2.3.5 on both sides of the wall and door. In such instances, there is no limitation on the type or size of glass panels.*

*Exception No. 4: Sleeping arrangements not in bedrooms may be provided for nonresident staff members provided the audibility of the alarm in the sleeping area is sufficient to awaken the staff that might be asleep.*

21-2.3.6.2 There shall be no louvers or operable transoms or other air passages penetrating the wall except properly installed heating and utility installations other than transfer grilles. Transfer grilles are prohibited.

21-2.3.6.3 Doors shall be provided with latches or other mechanisms suitable for keeping the doors closed. No doors shall be arranged so as to prevent the occupant from closing the door.

21-2.3.6.4 Doors shall be self-closing or automatic-closing in accordance with 5-2.1.8.

*Exception: Door closing devices are not required in buildings protected throughout by an approved automatic sprinkler system in accordance with Section 7-7.*

#### 21-2.4 Operating Features. (See Chapter 31.)

##### 2 I-2.5 Building services.

**2 I-2.5.1 Utilities.** Utilities shall comply with Section 7-1.

##### 21-2.5.2 Heating, Ventilating, and Air Conditioning Equipment.

**21-2.5.2.1** Heating, ventilating, and air conditioning equipment shall comply with the provisions of 7-2.1 and 7-2.2 except as otherwise required in this chapter.

21-2.5.2.2 No stove or combustion heater shall be so located as to block escape in case of fire arising from malfunctioning of the stove or heater.

21-2.5.2.3 Unvented fuel-fired heaters shall not be used in any room used for sleeping purposes.

### SECTION 21-3 LARGE FACILITIES

#### 21-3.1 General.

**21-3.1.1 Scope.** This section applies to residential board and care occupancies providing sleeping accommodations for more than 16 residents. Facilities having sleeping accommodations for not more than 16 residents shall be evaluated in accordance with Section 21-2, Small Facilities. However, existing facilities meeting the requirements of this section are considered to meet the requirements of Section 21-2 for prompt evacuation capability or slow evacuation capability.

**21-3.1.2** The requirements of this section are applicable to new construction and existing buildings according to the provisions of Section I-4 of this Code.

#### 21-3.1.3 Requirements Based on Evacuation Capability.

**21-3.1.3.1 Prompt and Slow.** Large facilities shall comply with the requirements of Section 21-3 as indicated for the appropriate evacuation capability.

*Exception No. 1\*: Facilities where the authority having jurisdiction has determined equivalent safety is provided in accordance with Section I-5.*

*Exception No. 2. Facilities that were previously approved as complying with 21-3.1.3.2.*

**21-3.1.3.2 Impractical.** Facilities housing groups of persons classed as impractical to evacuate shall meet the requirements for limited care facilities, Chapter 12 or 13, as appropriate.

*Exception\*: Facilities where the authority having jurisdiction has determined equivalent safety is provided in accordance with Section I-5.*

#### 21-3.1.4 Minimum Construction Requirements.

21-3.1.4.1 Construction requirements for large facilities shall be as required by this section. Where noted as "fully sheathed," the interior shall be covered with lath and plaster, or materials with a 15-minute finish rating.

**21-3.1.4.2** For the purpose of construction requirements, stories shall be counted starting at the primary level of exit discharge and ending at the highest occupied level. For the purposes of this section, the primary level of exit discharge of a building shall be that floor that is level with or above finished grade of the exterior wall line for 50 percent or more of its perimeter. Building levels below the primary level shall not be counted as a story in determining the height of a building.

**21-3.1.4.3** The minimum construction requirements (see 6-2.1), based on the highest story normally used by board and care residents, are:

(a) *One- or Two-Story Facilities.* Any construction type that meets the requirements for I-hour or greater fire resistance

rating, or is Type IV (2HH), or is fully sheathed, or is protected throughout by an approved automatic sprinkler system in accordance with 21-3.3.5.

**Exception to (a):** One-story facilities having 30 or fewer residents, housing groups capable of prompt evacuation, may be of any construction.

(b) **Three- to Six-Story Facilities.** Type I, 11, or III construction that meets the requirements for 1-hour or greater fire resistance rating, and Type IV construction that is protected throughout by an automatic sprinkler system in accordance with 21-3.3.5, or any other type of construction that is both sheathed and protected throughout by an approved automatic sprinkler system in accordance with 21-3.3.5, other than Type V (000).

**Exception to (b):** Three- or four-story facilities of Type V (000) construction that are both sheathed and protected throughout by an approved automatic sprinkler system in accordance with 21-3.3.5.

(c) **Facilities More Than Six Stories High.** Any Type I or Type II (222) construction. Any Type II (111), Type III (211), or Type IV (2HH) construction that is protected throughout by an approved automatic sprinkler system in accordance with 21-3.3.5.

**Exception to (a), (b), and (c):** Any building of Type I or Type II (222 or 111) construction may include roofing systems involving combustible supports, decking, or roofing provided: (1) the roof covering meets Class A requirements in accordance with NFPA 256, Standard Methods of Fire Tests of Roof Coverings, and (2) the roof is separated from all occupied portions of the building by a noncombustible floor assembly having at least a 2-hour fire resistance rating that includes at least 2½ in. (6.4 cm) of concrete or gypsumjill. To qualify for this Exception, the attic or other space so developed shall either be unused or protected throughout by an approved automatic sprinkler system in accordance with 21-3.3.5.

**21-3.1.5 Occupant Load.** The occupant load in numbers of persons for whom exits are to be provided shall be determined on the basis of one person per 200 sq ft (18.6 sq m) gross floor area, or the maximum probable population of any room or section under consideration, whichever is greater. The occupant load of any open mezzanine or balcony shall be added to the occupant load of the floor below for the purpose of determining exit capability.

## 21-3.2 Means of Egress.

**21-3.2.1** All means of egress shall be in accordance with Chapter 5.

### 21-3.2.2 Means of Egress Components.

**21-3.2.2.1** Components of means of egress shall be limited to the types described in 21-3.2.2.2 through 21-3.2.2.7.

#### 2 1-3.2.2.2 Doors.

(a) Doors shall comply with 5-2.1.

(b) No door in any means of egress shall be locked against egress when the building is occupied.

**Exception:** Special locking requirements complying with 5-2.1.6 are permitted.

(c) Every stairwell door shall allow reentry from the stairwell to the interior of the building or an automatic release shall be provided to unlock all stairwell doors to allow reentry. Such automatic release shall be activated with the initiation of the

building fire alarm system. Also, they shall unlock upon loss of the power controlling the lock or locking mechanism.

(d) Revolving doors complying with 5-2.1.10 are permitted.

**2 1-3.2.2.3 Stairs.** Stairs shall comply with 5-2.2.

**2 1-3.2.2.4 Smokeproof Enclosures.** Smokeproof enclosures shall comply with 5-2.3.

**21-3.2.2.5 Horizontal Exits.** Horizontal exits shall comply with 5-2.4.

**2 1-3.2.2.6 Ramps.** Ramps shall comply with 5-2.5.

**21-3.2.2.7 Exit Passageways.** Exit passageways shall comply with 5-2.6.

### 21-3.2.3 Capacity of Means of Egress.

**21-3.2.3.1** The capacity of means of egress shall be in accordance with Section 5-3.

**21-3.2.3.2** Street floor exits shall be sufficient for the occupant load of the street floor plus the required capacity of stairs and ramps discharging on the street floor.

**21-3.2.3.3** The width of corridors shall be sufficient for the occupant load served, but not less than 44 in. (112 cm).

**Exception.** Corridors serving an occupant load of less than 50 may be 36 in. (91 cm) in width.

**21-3.2.4 Number of Exits.** Not less than two exits shall be accessible from every floor, including floors below the level of exit discharge and occupied for public purposes. (See also Section 5-4.)

### 2 1-3.2.5 Arrangement of Exits.

**21-3.2.5.1** Access to all required exits shall be in accordance with Section 5-5.

**21-3.2.5.2** Exits shall be so arranged that, from any corridor room door, exits will be accessible in at least two different directions.

**Exception:** Up to the first 35 ft (10.7 m) of exit travel from a corridor room door may be along a corridor with exit access in one direction only.

**21-3.2.5.3** Any room, or any suite of rooms, in excess of 2,000 sq ft (185 sq m) shall be provided with at least two exit access doors remote from each other.

**Exception:** Existing buildings.

### 21-3.2.6 Travel Distance to Exits.

**21-3.2.6.1** Any exit as indicated in 21-3.2.4 shall be such that it will not be necessary to travel more than 100 ft (30 m) from the door of any room to reach the nearest exit. Travel distance to exits shall be measured in accordance with Section 5-6.

**Exception No. 1:** Travel distance to exits may be increased to 200 ft (60 m) for exterior ways of exit access arranged in accordance with 5-5.3.

**Exception No. 2:** Travel distance to exits may be increased to 200 ft (60 m) if the exit access and any portion of the building that is tributary to the exit access are protected throughout by an approved automatic sprinkler system. In addition, the portion of the building in which the 200 ft (60 m) travel distance is

permitted shall be separated from the remainder of the building by construction having a fire resistance rating of not less than 1 hour for buildings not greater than three stories in height, and 2 hours for buildings greater than three stories in height.

21-3.2.6.2 Travel within a room or suite or living unit to a corridor door shall not exceed 75 ft (23 m).

*Exception.* 125 ft (38 m) travel distance is allowed in buildings protected throughout by an approved automatic sprinkler system in accordance with 21-3.3.5.

### 21-3.2.7 Discharge from Exits.

**21-3.2.7.1** Exit discharge shall comply with Section 5-7.

### 21-3.2.8 Illumination of Means of Egress.

**21-3.2.8.1** Means of egress shall be illuminated in accordance with Section 5-8.

### 21-3.2.9 Emergency Lighting.

**21-3.2.9.1** Emergency lighting in accordance with Section 5-9 shall be provided in all buildings with more than 25 rooms.

*Exception.* Where each guest room has a direct exit to the outside of the building at ground level, no emergency lighting shall be required.

### 21-3.2.10 Marking of Means of Egress.

**21-3.2.10.1** Means of egress shall be marked in accordance with Section 5-10.

### 21-3.2.11 Special Features.

#### 21-3.3 Protection.

#### 21-3.3.1 Protection of Vertical Openings.

**21-3.3.1.1** Every stairway, elevator shaft, and other vertical opening shall be enclosed or protected in accordance with 6-2.4.

*Exception No. 1.* Unprotected vertical openings connecting not more than three floors may be permitted in accordance with the conditions of 6-2.4.4.

*Exception No. 2:* An atrium may be utilized in accordance with 6-2.4.5.

*Exception No. 3:* In existing buildings protected throughout by an approved automatic sprinkler system in accordance with 21-3.3.5, and where exits and required ways of travel thereto are adequately safeguarded against fire and smoke within the building, or where every individual room has direct access to an exterior exit without passing through any public corridor, the protection of vertical openings not part of required exits may be waived by the authority having jurisdiction to such extent as such openings do not endanger required means of egress.

*Exception No. 4.* In existing buildings not more than two stories in height, unprotected vertical openings may be permitted by the authority having jurisdiction if the building is protected throughout by an approved automatic sprinkler system in accordance with 21-3.3.5.

**21-3.3.1.2** No floor below the level of exit discharge used only for storage, heating equipment, or purposes other than residential occupancy shall have unprotected openings to floors used for residential occupancy.

### 21-3.3.2 Protection from Hazards.

**21-3.3.2.1** Any room containing high-pressure boilers, refrigerating machinery, transformers, or other service equipment subject to possible explosion shall not be located directly under or directly adjacent to exits. All such rooms shall be effectively cut off from other parts of the building as specified in Section 6-4.

21-3.3.2.2 Every hazardous area shall be separated from other parts of the building by construction having a fire resistance rating of at least 1 hour, and communicating openings shall be protected by approved self-closing fire doors, or such area shall be equipped with automatic fire extinguishing systems. Hazardous areas include, but are not limited to:

Boiler and heater rooms	Rooms or spaces used for storage
Laundries	of combustible supplies and
Repair shops	equipment in quantities deemed
	hazardous by the authority having jurisdiction.

**21-3.3.3 Interior Finish.** Interior wall and ceiling finish within exit enclosures in new buildings shall be Class A. In all other areas and in existing buildings, interior wall and ceiling finish shall be Class A or Class B in accordance with Section 6-5. Interior floor finish shall be Class I or Class II in corridors and exits.

*Exception.* Previously installed floor covering, subject to the approval of the authority having jurisdiction.

### 21-3.3.4 Detection, Alarm, and Communications Systems.

**21-3.3.4.1 General.** A fire alarm system in accordance with Section 7-6 shall be provided.

*Exception:* Existing board and care facilities where each sleeping room has exterior exit access in accordance with 5-5.3, and the building is not greater than 3 stories in height.

**21-3.3.4.2 Initiation.** Initiation of the required fire alarm system shall be by:

(a) Manual means in accordance with 7-6.2, and

*Exception to (a):* In existing board and care facilities, a manual means, as specified in 7-6.2, in excess of the alarm station at a constantly attended location per (b) below, may be waived where there are other effective means (such as complete automatic sprinkler or automatic detection systems) for notification of fire as required.

(b) A manual fire alarm station located at a convenient central control point under continuous supervision by responsible employees, and

(c) Any automatic sprinkler system, and

*Exception to (c):* In existing buildings, automatic sprinkler systems that are not required by another section of this Code need not initiate the fire alarm system.

(d) Any required detection system.

*Exception to (d).* Sleeping room smoke detectors are not required to initiate the building fire alarm system.

**21-3.3.4.3 Annunciator Panel.** An annunciator panel connected with the fire alarm system shall be provided. The location of the annunciator shall be approved by the authority having jurisdiction.

**Exception No. 1:** *Buildings not greater than two stories in height and with not more than 50 sleeping rooms.*

**Exception No. 2:** *Existing Buildings.*

**21-3.3.4.4 Occupant Notification.** Occupant notification shall be provided automatically, without delay, by internal audible alarm in accordance with 7-6.3.

U-3.3.4.5 High rise buildings shall be provided with an approved means of voice communication in accordance with 7-6.3.

**Exception No. 1:** *Buildings equipped with a public address system.*

**Exception No. 2:** *Existing board and care facilities.*

**21-3.3.4.6\* Fire Department Notification.** Provisions shall be made for the immediate notification of the public fire department by either telephone or other means in case of fire. Where there is no public fire department, this notification shall go to the private fire brigade.

**21-3.3.4.7 Smoke Detectors.** Each sleeping room shall be provided with an approved single station smoke detector in accordance with 7-6.2.9, powered from the building electrical service.

**Exception No. 1:** *Existing battery powered detectors, rather than house electric service powered detectors, shall be accepted where, in the opinion of the authority having jurisdiction, the facility has demonstrated testing, maintenance, and battery replacement programs that insure power reliability to the detectors.*

**Exception No. 2:** *Existing board and care facilities having an existing corridor smoke detection system in accordance with Section 7-6, connected to the building fire alarm system.*

**21-3.3.4.8 Smoke Detection System.** All corridors and common spaces shall be provided with smoke detectors in accordance with NFPA 72E, *Standard on Automatic Fire Detectors*, arranged to initiate an alarm that is audible in all sleeping areas.

**Exception No. 1:** *Detectors may be omitted from common spaces in facilities protected throughout by an approved automatic sprinkler system in accordance with 21-3.3.5.*

**Exception No. 2:** *Unenclosed corridors, passageways, balconies, colonnades, or other arrangements where one or more sides along the long dimension is fully or extensively open to the exterior at all times.*

### 21-3.3.5 Extinguishment Requirements.

**21-3.3.5.1 • Automatic Extinguishment Systems.** Where an automatic sprinkler system is installed either for total or partial building coverage, the system shall be installed in accordance with Section 7-7 and shall activate the fire alarm system in accordance with Section 7-6.

**Exception:** *Automatic sprinklers may be omitted in small compartmented areas such as closets not over 24 sq ft (2.2 sq m) and bathrooms not over 55 sq ft (5.1 sq m), provided such spaces are finished with lath and plaster, or materials with a 15-minute finish rating.*

21-3.3.5.2 All new high rise buildings shall be protected throughout by an approved supervised automatic sprinkler system in accordance with 21-3.3.5.

**21-3.3.5.3 Portable Fire Extinguishers.** Portable fire extinguishers in accordance with 7-7.4.1 shall be provided near hazardous areas.

### 21-3.3.6 Corridors and Separation of Sleeping Rooms.

21-3.3.6.1 Access shall be provided from every resident use area to at least one means of egress that is separated from all other rooms or spaces by fire barriers complying with 21-3.3.6.3 through 21-3.3.6.6.

**Exception No. 1:** *Rooms or spaces, other than sleeping rooms, if those rooms or spaces are protected throughout by an approved automatic sprinkler system installed in accordance with 21-3.3.5.*

**Exception No. 2:** *Rooms or spaces, other than sleeping rooms, if those rooms or spaces are provided with a smoke detection and alarm system connected to activate the building evacuation alarm. Furnishings, finishes, and furniture, in combination with all other combustibles within the space, are of such minimum quantity and are so arranged that a fully developed fire is unlikely to occur.*

**Exception No. 3:** *Facilities housing groups capable of prompt evacuation in buildings not over two stories in height that have at least two remotely located means of escape that do not involve windows. The arrangement shall be such that there is at least one such means of escape from each sleeping room that provides a path of travel to the outside without traversing any corridor or other spaces exposed to unprotected vertical openings or common living spaces, such as living rooms and kitchens.*

21-3.3.6.2 Sleeping rooms shall be separated from corridors and other common spaces by fire barriers complying with 21-3.3.6.3 through 21-3.3.6.6.

21-3.3.6.3 Fire barriers required by 21-3.3.6.1 or 21-3.3.6.2 shall have a fire resistance rating of not less than 1 hour.

**Exception No. 1:** *In existing buildings and conversions such fire barriers shall have a fire resistance rating of not less than 20 minutes.*

**Exception No. 2:** *In buildings protected throughout by an approved automatic sprinkler system installed in accordance with 21-3.3.5, such barriers shall have a fire resistance rating of not less than 30 minutes in new construction and in existing buildings, no fire resistance rating is required.*

**Exception No. 3:** *In buildings not greater than two stories in height, housing groups capable of prompt evacuation, with a maximum of 30 residents, such barriers shall have a fire resistance rating of not less than 30 minutes in new construction, and in existing facilities, no fire resistance rating is required.*

**21-3.3.6.4 Doors in fire barriers required by 21-3.3.6.1 or 21-3.3.6.2 shall have a fire protection rating of not less than 20 minutes.**

**Exception No. 1:** *Existing 1½-in. (4.4-cm) solid bonded wood core doors.*

**Exception No. 2:** *In buildings protected throughout by an approved automatic sprinkler system installed in accordance with 21-3.3.5, existing doors in renovations and conversions, and doors in existing buildings that are nonrated may be continued in use.*

**Exception No. 3:** *Walls that are required to only resist the passage of smoke, without a fire resistance rating, may have*

doors that resist the passage of smoke without a fire protection rating.

**21-3.3.6.5** Walls and doors required by 21-3.3.6.1 and 21-3.3.6.2 shall be constructed to resist the passage of smoke. There shall be no louvers, transfer grilles, operable transoms, or other air passages penetrating such walls or doors except properly installed heating and utility installations.

21-3.3.6.6 Doors in walls required by 21-3.3.6.1 and 21-3.3.6.2 shall be self-closing or automatic-closing in accordance with S-2.1.8. Doors in walls separating sleeping rooms from corridors shall be automatic-closing in accordance with 5-2.1.8.

*Exception No. 1: Doors to sleeping rooms that have occupant control locks such that access is normally restricted to the occupants or staff personnel may be self-closing.*

*Exception No. 2: In buildings protected throughout by an approved automatic sprinkler system installed in accordance with 21-3.3.5, doors, other than doors to hazardous areas, vertical openings, and exit enclosures are not required to be self-closing or automatic-closing.*

#### **21-3.3.7 Subdivision of Building Spaces.**

**21-3.3.7.1** Every sleeping room floor shall be divided into at least two smoke compartments of approximately the same size, with smoke barriers in accordance with Section 6-3. Smoke dampers are not required.

Additional smoke barriers shall be provided such that the maximum travel distance from a sleeping room corridor door to a smoke barrier shall not exceed 150 ft (45 m).

*Exception No. 1: Buildings protected throughout by an approved automatic sprinkler system in accordance with 21-3.3.X*

*Exception No. 2: Where each sleeping room is provided with exterior ways of exit access arranged in accordance with 54.3.*

*Exception No. 3: Smoke barriers are not required where the aggregate corridor length on each floor is not more than 150 ft (45 m).*

#### **2 1-3.4 Special Provisions.**

**21-3.4.1\* Operable Windows.** Each guest room shall be provided with at least one outside window. Such windows shall be **openable from the inside**, without the use of tools, and provide a clear opening of not less than 20 in. (50.8 cm) in width, 24 in. (61 cm) in height, and 5.7 sq ft (.53 sq m) in area. The bottom of the opening shall not be more than 44 in- (112 cm) above the floor. In rooms located greater than six stories above grade, the openable clear height, width, and area of the window may be modified to the dimensions necessary for ventilation.

*Exception No. 1: Buildings protected throughout by an approved automatic sprinkler system in accordance with 21-3.3.5.*

*Exception No. 2: Where a guest room has a door leading directly to the outside of the building.*

*Exception No. 3: Buildings provided with an approved engineered smoke control system in accordance with Section 7-3.*

*Exception No. 4: Existing Buildings.*

#### **21-3.4.2 Operating Features. (See Chapter 31.)**

#### **21-3.5 Building Services.**

**21-3.5.1 Utilities.** Utilities shall comply with the provisions of Section 7-I.

#### **21-3.5.2 Heating, Ventilation, and Air Conditioning.**

21-3.5.2.1 Heating, ventilating, and air conditioning equipment shall comply with the provisions of Section 7-2.

**21-3.5.2.2** No stove or combustion heater shall be so located as to block escape in case of fire arising from malfunctioning of the stove or heater.

**21-3.5.2.3** Unvented fuel-fired heaters shall not be used in any room used for sleeping purposes.

#### **21-3.5.3 Elevators, Dumbwaiters, and Vertical Conveyors.**

**21-3.5.3.1** Elevators, dumbwaiters, and vertical conveyors shall comply with the provisions of Section 7-4.

**21-3.5.3.2\*** In new high rise buildings, one elevator shall be provided with a protected power supply and be available for use by the fire department in case of emergency.

**21-3.5.4 Rubbish Chutes, Incinerators, and Laundry Chutes.** Rubbish chutes, incinerators, and laundry chutes shall comply with the provisions of Section 7-5.

### **SECTION 21-4 SUITABILITY OF AN APARTMENT BUILDING TO HOUSE A BOARD AND CARE OCCUPANCY**

#### **2 1-4.1 General.**

**21-4.1.1 Scope.** This section applies to apartment buildings that have one or more individual apartments used as a board and care occupancy. This section determines the suitability of such buildings to house a residential board and care facility. The suitability of such buildings for apartments not used for board and care occupancies is covered in Chapter 18 or 19, as appropriate.

**21-4.1.2** Requirements for individual apartments used as a residential board and care occupancy are specified in Section 21-2, Small Facilities. Egress from the apartment into the common building corridor shall be considered acceptable egress from the board and care facility.

#### **21-4.1.3 Requirements Based on Evacuation Capability.**

21-4.1.3.1 Apartment buildings housing board and care facilities shall comply with requirements of 21-4.

*Exception\*: Facilities where the authority having jurisdiction has determined that equivalent safety for housing a residential board and care facility is provided in accordance with Section I-S.*

**21-4.1.3.2** All facilities shall meet the requirements of Chapter 18 or 19, as appropriate, and the additional requirements of 21-4.

**21-4.1.4 Minimum Construction Requirements.** In addition to the requirements in Chapter 18 or 19, as appropriate, apartment buildings housing residential board and care facilities housing groups classed as prompt or slow shall meet the construction requirements of 21-3.1.4, and those housing groups classed as impractical to evacuate shall meet the construction requirements of 12- 1.6 or 13- 1.6 as appropriate. In applying the construction requirements, the height shall be determined by the height of the residential board and care facility above the primary level of exit discharge.

**21-4.2 Means of Egress.** The requirements of Section 18-2 or 19-2, as appropriate, apply only to parts of the means of egress serving the apartment(s) used as residential board and care occupancy.

**21-4.3 Protection.**

**21-4.3.1 Interior Finish.** The requirements of 18-3.3 or 19-3.3, as appropriate, apply only to parts of the means of egress serving the apartment(s) used as a residential board and care occupancy.

**21-4.3.2 Construction of Corridor Walls.** The requirements of 18-3.6 or 19-3.6, as appropriate, apply only to corridors serving the residential board and care facility including that portion of the corridor wall separating the residential board and care facility from the common corridor.

**21-4.3.3 Subdivision of Building Spaces.** The requirements of 18-3.7 or 19-3.7, as appropriate, apply to those stories with an apartment(s) used as a residential board and care occupancy.

**21-4.4 Operating Features.** (See *Chapter 31*.)

# **APPENDIX H**

## **Board Responsibility**

## **GOVERNING BOARD RESPONSIBILITY**

The governing board of private and public agencies contracting with OCJP is the legal contracting entity and ultimately is responsible for its overall operation.

In the private agency, the governing board is a board of directors whose main function is to establish policies and to adopt rules, regulations and bylaws consistent with the purposes of the agency. It is responsible, also, for resolving management issues, evaluating the performance of the executive director, and functioning in an advisory capacity to the executive director. The public agency usually does not have a board of directors; however, if there is a designated governing body, that group must assume responsibilities similar to those of the board of a private agency.

The grant usually is signed by the board chairperson, thus making the board of directors or governing board financially liable for the service program described in the legal agreement. In some instances, the board will delegate responsibility for signing the grant to the agency head. It is important that those persons serving on the board understand their responsibilities. Board responsibilities include, but are not limited to the following:

- Ensuring that all necessary requirements of the Department relative to the Department's grant are met;
- Establishing policies and adopting rules, regulations, and bylaws consistent with the purpose of the agency;
- Establishing accounting systems and fiscal controls consistent with generally accepted accounting principles and good business practice;
- Establishing policies prohibiting nepotism whether between the board and the agency or within the agency itself;
- Using good judgment to avoid even the appearance of a conflict of interest;
- Active involvement in directing the agency's operations through the process of regular board meetings held in accordance with the agency's bylaws;
- Ensuring board minutes are maintained and kept on file for review by staff from the Tennessee Department of Finance and Administration's OCJP Monitoring Staff;
- Accepting liability for and resolving any costs questioned as the result of audits.

# **APPENDIX I**

## **Tennessee Uniform Subrecipient Reporting**

# **APPENDIX J**

## **Circular A – 87**

# **APPENDIX K**

## **Circular A – 122**

**APPENDIX L**

**FINANCIAL CONTACT NAMES**

**AND**

**ADDRESSES**

## **MONTHLY INVOICE REPORT**

**Robert Marshall**  
**Office of Business and Finance**  
**Department of Finance and**  
**Administration**  
**20<sup>th</sup> Floor William Snodgrass Tennessee**  
**Tower**  
**312 8<sup>th</sup> Avenue North**  
**Nashville, TN 37243**  
**[Rob.Marshall@state.tn.us](mailto:Rob.Marshall@state.tn.us)**

## **QUARTERLY EXPENSE REPORT**

**Janet Stewart**  
**Office of Criminal Justice Programs**  
**Department of Finance and**  
**Administration**  
**William Snodgrass Tennessee Tower**  
**312 8<sup>th</sup> Avenue North, Suite 1200**  
**Nashville, TN 37243**

# **APPENDIX M**

## **PROGRAM**

### **LOGIC MODEL**

## Contracting Process

When new or continuing funding is made available in the STOP, VOCA or FVS programs, potential sub-recipients are required to complete an application including a program description, their need for grant funds, the intended use of grant funds and the expected results from the use of these funds. Applications for funding are reviewed for financial and programmatic completeness. They are judged based upon the soundness of the project proposal, the staffing of the project, the innovation of the project, its ability to address national, state and local priorities, and collaboration in the community. Areas of greatest need and special issues, such as geographical location and special populations are also considered. Teams of reviewers from state and local agencies with expertise in the purpose area review applications.

Each applicant must provide a "logic model" of the project for which they are seeking funding. A logic model is a logical description of how the project theoretically works to benefit the target group. The narrative description of the applicant's project must tie goals, activities, outputs and outcomes together in a logical fashion. The application narrative must include the following sections:

### OCJP "Logic Model"

14. **Project Narrative:** **This section is required for all Family Violence Shelter projects.**

Please present a "logic model" of the project for which you are seeking funding. A logic model is a logical description of how your project theoretically works to benefit the target group. The narrative description of your project should tie purpose, inputs, activities, outputs and outcomes together in a logical fashion. For projects requesting multi-year funding, this description should detail how the project goals, activities, outputs and outcomes are expected to progress over the contract period.

The narrative should not exceed ten pages single spaced and must include the following sections.

- I. **PROBLEMS FOR INTERVENTION AND NEEDS TO BE AMELIORATED-10%**
  - *Problem Description Situation* - This section should describe the problem exactly as it exists in your community including specific and compelling public/victim needs to be met. Define the nature and magnitude of the problem to be solved by the proposed funding. You should answer the following questions:
  - Who is the population with whom the project is concerned? Give an update on the incidence, scope or dimensions of the problem in your community.
- II. **PURPOSE-15%**
  - *Purpose of Program* - This section should include the needs of the client to be met and the goals of the project.
    - A. **Needs** - What is the problem or need that the project will focus on? e.g., need for immediate and effective family violence intervention.
  - What is it that can be changed for the better over the period of the grant? Is the need of reasonable dimensions?

- If this is a continuation application (you received funding for the project last year), describe specifically, what results or outcomes for victims can you document with your project's performance data.
- Will the needs of the project change or be modified over the period of the grant?

B. **Goals** - The goals are the general statement of long-range benefits to the client that you are seeking to accomplish. e.g., Victims will be knowledgeable of available services.

The purpose statement should provide a direct link to the problem statement.

### III. INPUTS-10%

- *Information You Depend On/Others You Rely On For Your Success* - This section should describe the factors your project requires to conduct its activities and to achieve its goals and objectives e.g., prosecutors need a good law enforcement investigation and evidence to be able to prosecute an offender effectively.
- *Staffing* - Describe the proposed staffing **of your project**. If not full-time positions supported by the grant, provide percentage of staff time allotted for each individual to this project. Provide job descriptions, credentials; including special degrees or experience which are necessary to perform the activities of the project. **Do not** write your staffing requirements around a specific person by name, rather the required staffing requirements needed to adequately perform the job.
- *Budget* - Refer to the Budget Section-

### IV. ACTIVITIES-15%

- *Interventions - Methods - Means - Processes* -Activities are what a project does with the inputs to fulfill its mission. Activities include the strategies, techniques, and types of treatment that comprise a project's service and methodology. This section should describe the planned activities/services, major interventions or program elements designed to accomplish the goals of the project. You should describe the activities to be employed by the project to achieve the desired results. For projects requesting multi-year funding, describe and delineate how activities may change over the period of the grant. The activities should clearly relate back to the goals specified in the purpose statement.
- *Collaboration Activities* – Collaboration is defined as a mutually beneficial and well-defined relationship entered into by two or more organizations to achieve results they are more likely to achieve together than alone.

Describe how your community specifically collaborates to improve the response to violence against women/victims of crime. Explain the nature of your relationship and what results your relationships exist to achieve. Include the name, address, and phone number of those agencies you are working with and the name of contact persons for those agencies.

### V.VI. INTENDED OUTPUTS-10%

- *Outputs* - This section should describe the outputs or internal measures of the amount of work done within the project. Outputs are the direct products of program activities and usually are measured in terms of the volume of work accomplished. Outputs refer to the completion of tasks you are required to accomplish over the course of the project. e.g., number of classes taught, number of people trained, number of people served. There should be a direct

connection between outputs and the goals and needs as defined as well as the project activities.

## **VI. INTENDED OUTCOMES-20%**

- *Outcomes* –OCJP has established at a minimum required core outcome indicators for each project type. However, additional outcomes may be needed to measure the impact of your project based on its specific design. Outcomes are benefits resulting for the participants from the program activities. Outcomes should describe some change in the participant's condition knowledge, behavior, etc. The key is to show the impact the services provided are having on the purposes (needs & goals) of the grant. Outcomes establish the benefits of the funding in measurable terms. They describe the results of the services being provided. For projects requesting multi-year funding, describe how outcomes may be expected to change over the period of the grant.

There should be a direct connection between the Purpose and Outcomes sections. There should also be a relationship between outcomes and outputs and a demonstrated understanding of the difference between the two.

## **VII. DATA COLLECTION PROCEDURE-20%**

- Describe the data collection procedures you will undertake to collect and report the outputs and outcomes of the planned services or interventions. e.g. stakeholder questionnaires, client satisfaction surveys, exit interviews etc. Please attach a copy of the survey or other tools you will use to collect data.

Describe the internal system you will implement or have implemented to collect and manage your projects output and outcome data. How do you collect the data, who do you collect it from, where and when do you collect it, and what do you plan to do with it once it is collected? If different tools are used to collect data from different sources (i.e., client surveys, community surveys, telephone surveys, etc) include a detailed description of each. Include any information showing what you have learned about your program from this process and give an explanation of how you will use the data collected, if applicable at this time. If there are any discrepancies or missing pieces in your data or the collection process, explain in detail the problems and your agencies planned solution (i.e., having difficulty collecting data, numbers reported conflict between output and outcome data, etc).

# **APPENDIX N**

## **Required Client Outcome Indicators and Recommended Measures**

# **APPENDIX O**

## **Sample Domestic Violence Shelter**

### **Client Survey**

# **APPENDIX P**

## **Invoice Reimbursement Form**

**and**

## **Instructions**



**TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION  
OFFICE OF CRIMINAL JUSTICE PROGRAMS (OCJP)  
INVOICE FOR REIMBURSEMENT INSTRUCTIONS**

**TO BE USED WITH:**

**FORM I (25 BUDGET/COST CATEGORY LINE ITEMS)**

The Invoice for Reimbursement Form is used to request **reimbursement** for expenditures incurred by the subrecipient. **Please ensure that the proper OCJP Invoice for Reimbursement Form is used. Form I should be used for the subrecipients who have 25 Budget/Cost Category Line Items in their approved contract with OCJP.** The expenditure must be an allowable expenditure according to the appropriate OCJP Administrative Manual and/or appropriate Office of Management and Budget (OMB) cost principles. Funds can only be disbursed upon receipt of a **properly prepared invoice**. Funds cannot be disbursed based on **budgeted** amounts. The expense must have actually occurred before reimbursement can be made.

There are three options available for submitting the monthly Invoice for Reimbursement Form, (1) Current process of mailing in paper form, (2) New process of sending form Electronically—by e-mail (or diskette, if subrecipient does not have e-mail), (3) Submission by Fax-- **this option is for emergency situations only.**

The preferred preference for submitting the monthly Invoice for Reimbursement Form is **electronically**. In order to expedite and support the use of e-mail for subrecipient invoice submission for OCJP subrecipients who utilize Excel spreadsheet software, the F & A Office of Business and Finance will customize the Invoice for Reimbursement Form for individual agencies. OCJP subrecipients who would like to submit electronically must contact Robert Marshall at (615) 741-0773 or [Rob.Marshall@state.tn.us](mailto:Rob.Marshall@state.tn.us) to request invoice electronic filing. Upon request, OBF will complete parts of the Invoice Form heading and budget information, and enter formulas that will calculate some of the invoice columns. OBF will then forward by email the form to the respective subrecipient (or mail a diskette, if the subrecipient does not have email) for the subrecipient completion of the allowable expenditures for each monthly invoice.

The instructions for the **Invoice for Reimbursement** are as follows:

PLEASE NOTE: If you are required to have or do have a CASH match, add the cash match to your federal dollars on the appropriate line items. If you are allowed to have an in-kind match (defined fully in your OCJP Administrative Manual), add the in-kind match on Line 24 of FORM I ; In-Kind Expenses.

1. Complete the **heading** filling in the subrecipient agency's name and address, the related program area (Byrne, Family Violence, VOCA, STOP, RSAT, LLEBG, etc.), federal employer identification number, claim period (e.g., July, August, September...), invoice ending date, contract period, contract# (**i.e., Z#**), and the contact person's name and telephone number.
2. Report the expenditures in detail according to the Cost Categories of the approved budget.

3. Column A- Record the total approved budget amounts (federal plus in-kind and/or cash match) for each appropriate cost category. Cash match should be included with the federal amount on the appropriate line items/cost category and/or in-kind match on Line 24 of Form I.
4. Column B- Record the year-to-date actual expenditures incurred (include match). **NOTE:** The expenditure amounts in Column B and Column C will be the same only for the first claim submitted; thereafter, Column B will be an accumulating total of monthly expenditures.
5. Column C- Report the total **allowable** expenditures for the month or claim period (including match).
6. Column D- Record the reimbursement percentage which is the federal share of the expenditure. The federal share is as follows: Byrne – 75%, RSAT – 75%, STOP – 75% (Not-For-Profits Exempt, No match required), VOCA – 80%, LLEBG – 90%. If unsure of the federal share or if your grant program is not listed, please call your program manager. **NOTE(1):** OCJP will furnish subrecipients of **Family Violence** the appropriate reimbursement percentage as state Family Violence funds, which do not require a match, are included in the grant award amount.
7. Column E- Multiply the Total Expenses line item of Column C times the percentage in Column D to figure the total amount to be reimbursed.
8. Column F- For office use only.

To submit the Invoice for Reimbursement Form, e-mail to Robert Marshall [Rob.Marshall@state.tn.us](mailto:Rob.Marshall@state.tn.us). For paper and diskette submission, mail to the Office of Business & Finance (**DO NOT MAIL TO OCJP**).

Robert Marshall  
Office of Business & Finance  
Department of Finance and Administration  
20<sup>th</sup> Floor William Snodgrass Tennessee Tower  
312 8<sup>th</sup> Avenue North  
Nashville, TN 37243  
615-741-0773

In **emergency situations**, you may fax to the Office of Business & Finance, 615-741-1789. You may contact Robert Marshall, in the Office of Business & Finance, for questions regarding payment information, for all other questions, please contact your Program Manager in OCJP.

# **APPENDIX Q**

## **SUBSTITUTE W – 9**

**SUBSTITUTE W-9 FORM**  
**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

---

**1. Please complete general information:**

Taxpayer Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Business Name (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

---

**2. Circle the most appropriate category below: (please circle only one)**

- 1) Individual (not an actual business)
- 2) Joint account (two or more individuals)
- 3) Custodian account of a minor
- 4)
  - a. Revocable savings trust (grantor is also trustee)
  - b. So-called trust account that is not a legal or valid trust under state law
- 5) Sole proprietorship (using a social security number for the taxpayer ID)
- 6) Sole proprietorship (using a federal employer identification number for taxpayer ID)
- 7) A valid trust, estate, or pension trust
- 8) Corporation
- 9) Association, club, religious, charitable, educational, or other non-profit organization (for entities that are exempt from federal tax, use category 13 below)
- 10) Partnership
- 11) A broker or registered nominee
- 12) Account with the US Department of Agriculture in the name of a public entity that receives agricultural program payments
- 13) Government agencies and organizations that are tax-exempt under Internal Revenue Service guidelines (i.e., IRC 501(c)3 entities)

---

**3. Fill in your taxpayer identification number below: (please complete only one)**

- 1) If you circled number 1-5 above, fill in your Social Security Number.**

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

- 2) If you circled number 6-13 above, fill in your Federal Employer Identification Number EIN).**

\_\_\_\_\_ - \_\_\_\_\_

---

**4. Sign and date the form:**

Certification - Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number. If I circled category 13 above, I also certify that my agency or organization is tax-exempt per Internal Revenue Service guidelines and not subject to backup withholding.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title (if applicable) \_\_\_\_\_

# **APPENDIX R**

## **Automated Clearing House (ACH) Form**



**STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**ACH (AUTOMATED CLEARING HOUSE) CREDITS (Not Wire Transfers)**

**NAME** \_\_\_\_\_  
**Federal Identification Number or Social Security Number** \_\_\_\_\_  
(under which you are doing business with the State)

I (We) hereby authorize the State of Tennessee, hereafter called the STATE, to initiate credit entries to my (our) (*select type of account*) \_\_\_\_\_ CHECKING or \_\_\_\_\_ SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until the STATE has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the STATE and DEPOSITORY a reasonable opportunity to act on it.

\*\*\*\*\*

Do you currently receive payments from the State through ACH? \_\_\_\_\_ (Yes or No). If yes, do you intend for this account information to replace other existing account information currently used by the State? \_\_\_\_\_ (Yes or No). If yes, please specify the existing account that should be changed: ABA No. \_\_\_\_\_  
Account No. \_\_\_\_\_. Is this authorization only for certain types of payments? \_\_\_\_\_  
(Yes or No). If yes, please indicate types:

\_\_\_\_\_  
-

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank official contacted: \_\_\_\_\_ Phone No. \_\_\_\_\_

\*\*\*\*\*

DEPOSITORY/BANK NAME \_\_\_\_\_ BRANCH \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ACH TRANSIT / ABA NO. \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

NAME(S) \_\_\_\_\_

(Please print names of authorized account signatory)

DATE \_\_\_\_\_ SIGNED X \_\_\_\_\_ SIGNED X \_\_\_\_\_

PLEASE ATTACH A VOIDED CHECK (OR FOR SAVINGS ACCOUNTS, A DEPOSIT SLIP):

PLEASE INDICATE ADDRESS TO WHICH YOU WOULD LIKE YOUR REMITTANCE ADVICES  
ROUTED WHEN PAYMENTS ARE PROCESSED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**FOR STATE USE ONLY:**

Contact Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

FA-0825 (Rev. 4/96)

Telephone No.: \_\_\_\_\_

# **APPENDIX S**

## **BUDGET REVISION**

### **FORMS**

# FVS BUDGET REVISION FORMS

**NAME OF AGENCY:**

---

**CONTRACT NUMBER:**

---

**PERSON REQUESTING REVISION:**

---

**PHONE NUMBER**

---

## EXPLANATION OF BUDGET REVISION

Please explain the following:

Why are there excess funds in one or more categories?

How can these funds be better spent in another category?

What effect will the approval or denial of the revision have on the project goals and objectives?

**If this budget revision request involves the movement of dollars to or from Salaries and Wages or Employee Benefits and Payroll Taxes the following must be completed for consideration.**

**PREVIOUS EMPLOYEE INFORMATION**

POSITION TITLE	EMPLOYEE NAME	DATE OF VACANCY	SALARY AMOUNT	% DEVOTED TO PROJECT	DATE OF OCJP NOTIFICATION

**NEW EMPLOYEE INFORMATION**

POSITION TITLE	EMPLOYEE NAME	DATE OF VACANCY	SALARY AMOUNT	% DEVOTED TO PROJECT	DATE OF OCJP NOTIFICATION

## BUDGET REVISION

Budget revisions requesting retroactive approval to a prior date will not be approved.

Budget revisions must be approved prior to the changes being implemented.

**ALL BUDGET REVISION REQUESTS, WHICH REQUIRE OCJP PRIOR APPROVAL, MUST BE RECEIVED PRIOR TO MAY 1, WITHIN THE FISCAL YEAR IN QUESTION, TO BE CONSIDERED. REQUEST AFTER JUNE 1 WILL NOT BE CONSIDERED.**

For each budget revision requested, complete all information as set forth in the directions for the Revised Budget Summary and Revised Budget Detail Worksheets. The budget revision, which will be incorporated into the contract, represents the applicant's revised forecast of expenditures for the contract period. Budget revision figures must be correct, and totals must be accurate. Failure to provide correct, consistent figures will result in rejection of your revision. Please be sure to enter the month, day, and year (example: July 1, 2004 through June 30, 2005) in the space provided near the top of each Grant Budget Summary page for the fiscal year for which you are requesting a revision. Provide detailed justification for all costs, including the basis for computation of these costs. For example, the detailed budget revision would include the salaries of implementing agency staff involved in the project and the portion of those salaries to be paid from the award, and fringe benefits paid to each staff person. List types of travel, training, and seminars that personnel will attend. Describe what type of supplies, equipment and other costs would be purchased and how they would be used in this project. The narrative boxes in the Budget Revision Detail Worksheet must be completed for each line item not just the line items changed.

When you have completed the Budget Revision Detail Worksheet, transfer the totals for each category to the Budget Revision Summary. Identify the source(s) of the required 20% cash and/or in-kind match if applicable.

**Section 1:** The columns under this section represent the line item amounts shown on your current budget. Please enter the amounts for each line item exactly as they appear on the current Budget Summary Sheet from your budget.

**Section 2:** The columns shown under this section represent the revised line item amounts requested. Please enter revised budget amounts in the columns provided (Revised Federal Funds, Revised Match funds, Revised Total). Enter the amount of the increase or decrease for a particular line item in the last column.

**NOTE:** If the implementing governmental or non-profit organization for VOCA projects is entering into a sub contractual relationship with an entity that is providing all or part of the project, a subcontract will be required between the implementing agency and the subcontracting entity. Do not enter the subcontracting information for professional consultant or subcontracting entity employees under Salaries and Wages (the Salaries and Wages line item is only to be used for implementing agency employees). This information must be entered in Line 4/Professional Fees. As a part of the subcontract a complete line item budget (using the OCJP format) must be required of the subcontractor.

## ATTACHMENT A

### Revised Budget Summary

Refer to *Department of Finance and Administration Policy 3, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A* for further definition of each expense object line-item in the model budget format. Policy 3 can be found on the internet: <http://www.state.tn.us/finance/rds/ocr/policy03.pdf>.

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD:

\_\_\_\_\_ THROUGH \_\_\_\_\_  
(Month/Day/Year) (Month/Day/Year)

		SECTION 1			SECTION 2			
Expense By Object:		Current Federal Funds	Current Match Funds	Total (Federal + Match)	Revised Federal Funds	Revised Match Funds	Revised Total (Federal + Match)	Increase/Decrease Amount
1	Salaries and Wages							
2	Employee Benefits & Payroll Taxes							
3	Total Personnel Expenses							
4	Professional Fees							
5	Supplies							
6	Telephone							
7	Postage and Shipping							
8	Occupancy							
9	Equipment Rental and Maintenance							
10	Printing and Publication							
11	Travel							
12	Conferences and Meetings							
13	Interest							
14	Insurance							
15	Grants and Awards							
16	Specific Assistance to Individuals							
17	Depreciation							
18	Other Nonpersonnel Expenses							
19	Total Nonpersonnel Expenses							
20	Reimbursable Capital Purchases							
21	Total Direct Program Expenses							
22	Administrative Expenses							
23	Total Direct & Administrative Expenses.							
24	In-Kind Expenses							
25	Total Expenses							

\*Round all figures to the nearest whole dollar\*

FEDERAL	\$
MATCH _____ %	\$
TOTAL (MUST EQUAL LINE 25)	\$

Identify source and amount of match (cash or in-kind)

Source	Cash	In-Kind	Total	Cash Revised	In-Kind Revised	Total Revised	Increase/Decreased Amount

NAME OF AGENCY	
CONTRACT NUMBER	
REQUESTED BY/DATE	
APPROVED BY/DATE	

## BUDGET REVISION DETAIL WORKSHEET

The budget revision narrative portion of the Budget Detail Worksheet should detail costs included in each budget category for the Federal and the non-Federal (in-kind and cash) share. The purpose of the budget revision narrative is to relate items budgeted to project activities and to provide justification and explanation for budget items, including criteria and data used to arrive at the estimates for each budget category. Any category of expense not applicable to your budget may be marked **NOT APPLICABLE**.

### Line 1      Salaries and Wages Revision

On this line, enter compensation, fees, salaries, and wages paid to implementing agency officers, directors, trustees, and employees of an approved project or program. Compensation paid for implementing agency employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Overtime pay will be reviewed on a case-by-case basis and requires written approval from OCJP. Complete the salary schedule (next page) by listing each position by title and name of employee, if available. Show the annual salary and the percentage of time to be devoted to the project(s). The narrative should indicate the direct use to the project of the personnel listed.

#### AGENCY PERSONNEL AND SALARY LISTING REVISION

Program Title					
Title of Position	Name of Employee (If available)	Hourly/ Daily Rate	Total Salary	% Devoted to Project	Total Project Amount
Page Total					
Grand Total					

Narrative:

**NOTE:** If the implementing governmental agency or nonprofit organization for STOP, VOCA, Family Violence projects is entering into a sub contractual relationship with an entity who is providing all or part of the project, a subcontract will be required between the implementing agency and the subcontracting entity. Do not enter subcontracting information for professional consultant or subcontracting entity employees under Salaries and Wages (the Salaries and Wages line item is only to be used for implementing agency employees). This information must be entered in Line Item 4/Professional Fees. As a part of the subcontract a complete line item budget (using the OCJP format) must be required of the subcontractor. OCJP Budget Revision Summary and Budget Revision Detail Worksheets must be completed for each fiscal year.

## **Line 2 Employee Benefits & Payroll Taxes Revision**

Please breakdown all fringe benefits for all implementing agency personnel listed on the salary schedule and only for the percentage of time devoted to the project. Fringe Benefits are: (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and Medicare taxes and unemployment and workers' compensation insurance. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation. Your narrative should explain the direct use of the implementing agency personnel identified for your project.

Name/Position	Computation	Cost
Total Fringe Benefits		\$

Narrative:

### **Line 3 Total Personnel Expenses Revision**

Add lines 1 and 2. \$\_\_\_\_\_

### **Line 4 Professional Fees Revision**

Enter the implementing agency's fees to outside professionals, consultants, and subcontracting organizations. Services for consultants are limited to the prevailing hourly or daily rate indicated in the grant application. Enter the name of the individual or company being used, the hours or days for the fiscal year and the total cost. The narrative should indicate the specific services to be provided by the consultant or subcontracting organization as it relates to your project exclusively.

**NOTE:** If the implementing governmental agency or non-profit organization for STOP, VOCA, or Family Violence projects is entering into a sub contractual relationship with an entity that is providing all or part of the project, a subcontract will be required between the implementing agency and the subcontracting entity. Do not enter subcontracting information for professional consultant or subcontracting entity employees under Salaries and Wages (the Salaries and Wages line item is only to be used for implementing agency employees). This information must be entered in Line 4/Professional Fees. As a part of the subcontract a complete line item budget (using the OCJP format) must be required of the subcontractor. OCJP Budget Summary and Budget Detail Worksheets must be completed for each fiscal year. **Speaker fees for Conferences MUS T be entered under Line Item 12, Conferences and Meetings.**

Name/Affiliation	Hourly or Daily Rate/Contract Price	Hours/days devoted	Amount
Total Professional Fees			

Narrative:

### **Line 5 Supplies Revision**

Enter the implementing agency's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies by item. The narrative should indicate how these items would benefit your project exclusively.

Supply Items	Computation	Cost
Total Supplies		\$

Narrative:

#### **Line 6 Telephone Revision**

Enter the implementing agency's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses. Your narrative should indicate how these items and expenses relate to your project exclusively.

Item	Computation	Cost
Total Telephone		\$

Narrative:

**Line 7 Postage and Shipping Revision**

Enter the implementing agency's expenses for postage, messenger services, overnight delivery, outside mailing service fees, etc. Your narrative should indicate how these costs relate to your project exclusively.

Item	Computation	Cost
Total		\$

Narrative:

**Line 8 Occupancy Revision**

Enter the implementing agency's expenses for use of office space and other facilities, heat, light, power, other utilities, outside janitorial services; and similar expenses. Your narrative should indicate how these items would benefit your project exclusively.

Item	Computation	Cost
Total Occupancy		\$

Narrative:

**Line 9      Equipment Rental and Maintenance Revision**

Enter the implementing agency's expenses for renting or leasing (not lease purchase) and maintaining computers, copiers, and other office equipment, except for telephone, postage meters, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively. Your narrative should indicate how these expenses would benefit your project exclusively.

Item/Quantity	Price	Lease Price	Amount
Total Equipment Rental and Maintenance			\$

Narrative:

**Line 10      Printing and Publications Revision**

Enter the implementing agency's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications. Your narrative should indicate how these purchases relate to your project exclusively.

Item	Computation	Cost
Total Printing and Publications		\$

Narrative:

**Line 11 Travel Revision**

Enter the implementing agency's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14. Your narrative should indicate how these expenses would benefit your project exclusively. (Use State travel rates in projections.)

Description	Transportation	Lodging	Meals	Amount
Total Travel Costs				\$

Narrative:

**Line 12 Conferences and Meetings Revision**

Enter the implementing agency's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel). Your narrative should indicate how these expenses would benefit your project exclusively.

Description	Speaker's Fee/Expenses	Registration Costs	Materials	Facilities Rentals	Amount
Total Conferences and Meetings					\$

Narrative:

### **Line 13 Interest Revision**

Enter the implementing agency's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. **Some interest costs may be unallowable; therefore, check with the Program Guidelines and/or the OCJP program manager before budgeting funds in this category.** The narrative should provide a detailed justification for the expense.

Description			Amount
Total Interest			\$

Narrative:

### **Line 14 Insurance Revision**

Enter the implementing agency's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include property and vehicle insurance if reported on lines 7, 8, or 11. **Some insurance costs may be unallowable; therefore, check with the OCJP program manager before budgeting funds in this category.** The narrative should provide a detailed justification for the expense.

Items	Computation	Cost
Total Insurance		\$

Narrative:

### **Line 15 Grants and Awards Revision**

Enter the implementing agency's, grants, subsidies, and other **pass-through expenditures** to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. The narrative should indicate the specific services to be provided as it relates to your project exclusively.

Name/Affiliation	Award/Grant	Amount
Total		\$

Narrative:

Enter the implementing agency's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, clothing and transportation. Your narrative should indicate how these expenses would benefit your project exclusively.

Items	Computation	Cost
Total		\$

Narrative:

**Line 17 Depreciation Revision**

Charges for depreciation or use allowances are permitted when approved in advance by OCJP. Charges for depreciation are not allowable on items purchased and paid for with grant funds. **A separate schedule must be submitted for depreciation to be considered.** The schedule must include the following: description of asset, acquisition cost, source of funds used to purchase asset, estimated useful life, salvage or residual value, method of depreciation (not accelerated), and computation of depreciation charges. The narrative should provide a detailed justification for the expense.

Narrative:

**Line 18 Other Nonpersonnel Expenses Revision**

List items not included in any of the categories. Check with the OCJP program manager before budgeting funds in this category. Your narrative should indicate how the costs would benefit your project exclusively.

Items	Computation	Cost
Total Other		\$

Narrative:

**Line 19 Total Nonpersonnel Expenses Revision**

Add lines 4 through 18.

\$\_\_\_\_\_

**Line 20 Reimbursable Capital Purchases Revision**

List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years. Expendable items should be included on line 5, the supplies category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment cost should be listed on line 9. Explain how the equipment is necessary for the success of the project.

Item	Quantity	Purchase Price	Lease	Amount
Total Equipment Cost				\$

Narrative:

**Line 21 Total Direct Program Expenses Revision**

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

\$\_\_\_\_\_

**Line 22 Administrative Expenses Revision**

Enter the implementing agency's administrative expenses applicable to the project if allowable by the program. The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

Items	Computation	Amount
NA		
Total		\$

**Line 23 Total Direct and Administrative Expenses Revision**

Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses

\$\_\_\_\_\_

**Line 24 In-Kind Expenses Revision**

Report the value of contributed resources to be applied to the program. Refer to the Match Guidelines included with the application. Explain how the services/items are necessary for the success of the project.

Donated Items	Computation	Amount
Total		\$

Narrative:

**Line 25 Total Expenses Revision**

The sum of Line 23, Total Direct and Administrative Expenses, and Line 24, In-kind Expenses.

Federal Funds	
Matching Funds	
Total	

I certify that the above information in Attachment "A" is correct and accurate. ☐ (Please Check)

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this application "Attachment A" is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is considered to be certifying this application, and is either the person legally responsible for committing the applying agency to an application/contract, or is executing this application with the informed consent of the authorizing person (named and described in sections 8 of Attachment 8)."

Name, Title and address of certifying designee:

**(IF DIFFERENT FROM THE AUTHORIZED OFFICIAL)**

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**APPENDIX T**

**VICTIMS SERVICES CONTRACT**

**PERFORMANCE REVIEW**

**PROCESS**

## VICTIM SERVICES CONTRACT PERFORMANCE REVIEW PROCESS

**OCJP's Victim Services contract performance review process is an ongoing review completed on an annual basis for all victim services grants and consists of a detailed weighting system which provides a historical perspective of past and present subrecipient performance.**

The program management review is the equivalent to a project history file on each sub-recipient. It is a rating process that describes the *current condition* of a sub-recipient's performance. The PMR considers the internal consistency and integrity of the program's design, the agency's history of complying with reporting requirements, its performance output and outcome data, and its history of audit findings and corrective actions. Program Management reviews are generally completed in the Spring of each year and will incorporate scores from reports/information submitted during the annual contract reporting period through the semi-annual reporting period of the next contract year.

### PROJECT MANAGEMENT REVIEW (100-POINT SCALE)

**Rationale:** Past and current performance is the best predictor of future performance. Therefore, the performance review focuses on seven past and current performance criteria organized under four categories of inquiry, as follows.

#### 1. INTEGRITY OF PROGRAM DESIGN or FY '03-'06 "LOGIC MODEL" (20%)

OCJP will use a tested review instrument with criteria weighted for the key elements of an effective program design (e.g., statement of the problem and target population, clarity of program purpose, logical service activities, outcome indicators that tie to accomplishment of program purpose). This review establishes a baseline for comparison with future logic models. The emphasis is on the program's understanding of its targets, its purpose and its ability to recognize accomplishment of results. **This is an important component and will continue for new contracting periods, however, this component of the PMR's for individual years of a continuation multi-year grant will award programs the 20 points without further review. To do so, amounts to potentially penalizing an agency each year of a multi-year cycle for weakness, rather than just the first year of the grant. (In 2003/2004 logic models were reviewed and deemed acceptable or they were re-written to be acceptable and should not be re-scored for each year of a multi-year grant period.)**

**Criterion #1:** FY '03-'06 logic model will be scored on a 100-point scale by OCJP's grant manager, and staffed at OCJP before a score is final, using the revised rating sheet approved by OCJP. This score will count as **20%** of the overall Project Management Review score.

#### 2. REPORTING HISTORY (20%):

OCJP grant managers will review the sub-recipient's project file to determine its compliance with output and outcome reporting requirements as well as other grant required reports. The review will examine both annual and semi-annual reports, concentrating on the *timeliness of the submission and its accuracy* (i.e., the right form was submitted, with all pertinent data complete). **A two day "grace period" for receipt of each report has been allowed**

**VOCA Criterion #2:** Annual reports will be scored as follows:

- Annual Fiscal Reconciliation Report (2 points)

- Annual Outcome Report: **(5 points)**
- Annual Output Report: **(5 points)**
- SAR Report: **(3 point)**
- Semi-Annual Fiscal Reconciliation Report: **(2 points)**
- Semi-annual Outcome Report: **(3 points)**

**STOP Criterion #2 (STOP )**Reports will be scored as follows:

- Annual Progress Report: (outputs) **(6 points)**
- Semi-Annual Outcome Report: **(7 points)**
- Annual Outcome Report: **(7 points)**

**FAMILY VIOLENCE Criterion #2 ( FVS)** reports will be scored as follows:

- Annual Output Report: **(5 points)**
- Annual Outcome Report: **(5 points)**
- Semi- Annual Output Report: **(5 points)**
- Semi-annual Outcome Report: **(5 points)**

*The total possible score for reporting history will be 20% of the overall Project Management Review score.*

### **3. PROGRAM PERFORMANCE (40%)**

OCJP grant managers will use actual self-reported performance data to determine a rating for recent agency performance. The review will concentrate on the Annual Report and Semi-annual Reports.

**Criterion #3:** OCJP grant managers will rate the agency's Annual and Semi-annual outcome data on a scale of twenty points, using the following breakdowns:

- compliance with victim outcome measurement requirements (10 points);
- compliance with collaborator/community outcome measurement requirements (10 points) **(20%)**

**Criterion #4:** OCJP grant managers will use a twenty-point scale **(20%)** to rate the agency's overall program effectiveness by analyzing its

- Project manager's determination of overall project effectiveness **(10 points)**. Among the activities to be considered as "overall effectiveness" would include the following activities:
  - Communication/notification to OCJP of pertinent changes **(2 point)**
  - Responsiveness to OCJP inquiries **(2 point)**
  - Organization/Professionalism, (Commitment to Accuracy, reports etc.) **(2 point)**
  - Demonstrate VOCA, STOP and FVS Program Manual understanding **(4 points)**
- History of spending and under-spending of VOCA, STOP and FVS grants annually **(10 points);**

<u>% Underspent</u>	<u>Points Deducted from a possible 10</u>
0-4%	<b>0</b>
5-10%	<b>4 points</b>
11-14%	<b>6 points</b>
15-19%	<b>8 points</b>
20% and above	<b>10 points</b>

2

#### 4. PROGRAM AND FISCAL MONITORING (20%)

OCJP grant managers will use the sub-recipient's history of contract monitoring findings and corrective action to determine its score on both *program* and *fiscal* compliance. OCJP's ratings will differentiate between *substantive* and *marginal* findings. OCJP's ratings will examine the most current annual contract period available.

**Criterion #5: *Fiscal*** condition will be rated on a scale of 10 points. No fiscal findings will yield a 10, and each minor or marginal finding(s) will subtract points. *Significant* fiscal findings will subtract all 10 points per year. Points will be deducted as follows:

<b>No Fiscal Findings:</b>	<b>0 Pts. Deducted</b>
<b>Minor Fiscal Findings: (budget revision issues or minor repeat findings)</b>	<b>4-6 Pts. Deducted</b>
<b>Significant Fiscal Findings: (everything else)</b>	<b>10 Pts. Deducted</b>

**Criterion #6: *Program*** condition will be rated on a scale of 10 points. No findings will yield a 10, and each minor or marginal finding(s) will subtract a points. *Significant* program findings will subtract all 10 points per year. Combined fiscal and program condition will be rated on a scale of 20 points. Points will be deducted for each year as follows:

<b>No Program Findings:</b>	<b>0 Pts. Deducted</b>
<b>Minor Program Findings (non-federal or contract issues)</b>	<b>4-6 Deducted</b>
<b>Significant Program Findings (related to federal and contract requirements)</b>	<b>10 Points Deducted</b>

#### 5. POSSIBLE "EXTRA CREDIT" Points (Extra 2 Points)

- Commitment to system improvement (25– points). Among the activities to be considered as "commitment to system improvement" would be participation in these optional activities:
  - Application reviews and advisory groups throughout the most current cycle
  - Participation in June 2004 1 ½ day Regional Workshops

**APPENDIX U**

**EQUAL EMPLOYMENT PLAN**

**(EEOP)**

**CERTIFICATION**

**TENNESSEE CERTIFICATION OF COMPLIANCE  
WITH REGULATIONS FROM U. S. DEPARTMENT OF JUSTICE,  
OFFICE OF JUSTICE PROGRAMS, OFFICE FOR CIVIL RIGHTS  
FOR SUBGRANTS ISSUED BY THE TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION, OFFICE OF  
CRIMINAL JUSTICE PROGRAMS, NASHVILLE, TENNESSEE**

*INSTRUCTIONS: Complete the identifying information below. Read Parts I and II of this form completely, identifying under Part "I", the person responsible for reporting civil rights findings and under Part "II" checking one certification (A, B, C1, C2) that applies to your agency. Please obtain the signature of the Authorized Official at the bottom of page 2, forward a copy of this form to the person identified under Part "I", and return the original copy of the form to the Office of Criminal Justice Programs, William R. Snodgrass Tennessee Tower, 312 8<sup>th</sup> Ave North, 12<sup>th</sup> Floor, Nashville, TN 37243-1700 with your signed contracts.*

**Grant #:** \_\_\_\_\_ **Grant Project Title:** \_\_\_\_\_

**Agency Name (Funded Subgrantee):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Duration of Grant:**

**Beginning Date:** \_\_\_\_\_ **Ending Date:** \_\_\_\_\_ **Award Amount:** \_\_\_\_\_

**Project Director's Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**AUTHORIZED OFFICIAL'S CERTIFICATION:** As the Authorized Official for the above Subgrantee Agency, I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

**I. REQUIREMENTS OF SUBGRANTEE RECIPIENTS:** All subgrant recipients (regardless of type of entity or amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

- I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et. Seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also* 2000 Executive Order #13166).
- I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these finding, if any, to the Tennessee Office of Criminal Justice Programs within the Department of Finance and Administration within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date. A copy of this Certification will be provided to this person, as identified below:

**Person responsible for reporting civil rights finding of discrimination:**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Phone:** ( ) \_\_\_\_\_

**Address:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

1

**II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:**

Check certification box (A, B, C1 or C2 below) that applies: (Only **one** box may be checked per agency/funding entity.)

- ☐ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) or (3), below, apply.]** (This Certification applies to most non-profits and small agencies.) Check (1), (2) **and/or** (3) as they apply to your entity. (More than one may apply.)

This funded entity has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice over an 18-month period that includes the above grant duration period, and:

\_\_\_ (1) is an educational, medical or non-profit institution or an Indian Tribe; **and/or**

\_\_\_ (2) has less than 50 employees; **and/or**

\_\_\_ (3) was awarded through this grant from the Tennessee Office of Criminal Justice Programs less than \$25,000 in federal U. S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301. et seq.

☐ **CERTIFICATION “B” [EEOP MUST BE ON FILE]**

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Tennessee Office of Criminal Justice Programs, more than \$25,000, but less than \$500,000 in federal U. S. Department of Justice funds. Also, it has not been awarded more than \$1 million cumulatively from all programs administered **through federal grant funding** over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301 et. seq., sub part E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Tennessee Office of Criminal Justice Programs or the Office for Civil Rights, Office of Justice Programs as required by relevant laws and regulations.

☐ **CERTIFICATION “C1” (EEOP MUST BE SUBMITTED)**

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Tennessee Office of Criminal Justice Programs, more than \$500,000 in federal U. S. Department of Justice funds, but it has not been awarded more than \$1 million cumulatively from all programs **administered through federal grant funding over** an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an Equal Employment Opportunity Plan or an EEOP short form, that will include a section specifically analyzing the subgrantee (implementing) agency, to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

☐ **CERTIFICATION “C2” (EEOP MUST BE SUBMITTED)**

This funded entity, as a for-profit entity or a state or local government having 50 or more employees has been awarded \$1 million cumulatively from all programs administered by the **U. S. Department of Justice or any federal agency**, including this subgrant from the Tennessee subgrant from the Tennessee Office of Criminal Justice Programs, over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an Equal Employment Opportunity Plan or an EEOP short form, that will include a section specifically analyzing the subgrantee (implementing) agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

I certify that I have read and am fully cognizant of our duties and responsibilities under this Certification. ☐ (Please check)

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in section 8 of attachment A)."

Name, Title and address of certifying designee:

(IF DIFFERENT FROM AUTHORIZED OFFICIAL)

\_\_\_\_\_  
\_\_\_\_\_

**Family Violence Shelter and Shelter Services**

**Reporting Form**

**and**

**Instructions**

**OFFICE OF CRIMINAL JUSTICE PROGRAMS  
FAMILY VIOLENCE REPORTING FORM**

Agency Name\_\_\_\_\_

Address\_\_\_\_\_Reporting Month\_\_\_\_\_

**I. Clients**

This section relates to the contracted number of clients. It includes clients, both adults and children, who receive shelter, counseling, referrals, specific individual advocacy and transportation. It also includes unduplicated clients who call in on the crisis hotline.

Clients reported here should be unduplicated in that a client who receives more than one of the above services in the same reporting month should only be reported as one client for the month.

	Total for <u>Month</u>	Total for <u>Year</u>
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**A. Number of New Clients**

Report clients who received service for the first time during the fiscal year (July 1- June 30) in the current reporting year.

Adult Females\_\_\_\_\_ Adult Males\_\_\_\_\_

Children (ages 0 - 17)\_\_\_\_\_

**B. Number of Continuing Clients:**

Report clients who received services both in the current reporting month and in the previous reporting months during the same fiscal year July 1 - June 30.

Adult Females\_\_\_\_\_ Adult Males\_\_\_\_\_

Children (ages 0 - 17)\_\_\_\_\_

**C. Total number of clients served during the reporting month(both adults and children)  
Add columns A and B.**

\_\_\_\_\_

	Total for <u>Month</u>	Total for <u>Year</u>
<b>II. <u>Hotline</u></b>		
A. Number of Crisis Calls Report the number of hotline calls received during the reporting month from people needing assistance. This can include duplicate calls from the same client. Do not count calls to or from agencies.	_____	_____
B. Number of Information and Referral Calls Report the number of all incoming calls other than crisis calls. This can include calls requesting community presentations, support groups and calls from other agencies.	_____	_____
<b>III. <u>Counseling</u></b>		
A. Report the number of individual counseling hours for adults and children served during the reporting month. This could include telephone counseling.	_____	_____
	adults	_____
	children	_____
B. Report the number of group counseling hours for adults and children for the reporting month.	_____	_____
	adults	_____
	children	_____

#### IV. Shelter

- A. Report the number of adults and children you housed in shelter, safe homes and/or motels for this reporting period. If a client comes in shelter with the intent of being sheltered, she can be counted even if she later decides to leave.

	Total for <u>Month</u>	Total for <u>Year</u>
Number of women sheltered	_____	_____
Number of children sheltered	_____	_____
Number of men sheltered	_____	_____
Number of bed nights	_____	_____
Average length of stay	_____	_____

- B. Unable to Shelter

Report the number of adults and children who requested shelter and for whom you were unable to house (e.g. homeless, denied admission due to shelter policy).

Number of women	_____	_____
Number of children	_____	_____
Number of men	_____	_____

- C. Referred to Other Shelters Due to Lack of Space

Report the number of adults and children for who shelter was arranged, either by utilizing another community program or by arranging shelter elsewhere.

Number of women	_____	_____
Number of children	_____	_____
Number of men	_____	_____

- D. Report the number of adults and children returning to shelter who received shelter during this fiscal year (July 1 - June 30).

Women returning	_____	_____
Children returning	_____	_____
Men returning	_____	_____

**V. Systems Advocacy**

- A. Report the number of contacts made on behalf of the client and/or her dependent.

	Total for Month	Total for Year
Court Advocacy	_____	_____
Protective Orders	_____	_____
Law Enforcement	_____	_____
Social Service Advocacy	_____	_____

**VI. Community Education/Media Activities**

- A. Report the number of presentations or inquiries from the public or media.

Community Education Presentations	_____	_____
Media(television, radio, newspaper)	_____	_____

**VII. Transportation**

- A. Report the number of clients transported by staff or volunteers; also report the number of clients receiving taxi/bus fares from the agency.

Staff	_____	_____
Volunteers	_____	_____
Taxi	_____	_____
Bus	_____	_____

**VIII. Volunteers**

- A. Report the number of volunteers and hours of service provided by volunteers.

Number of Volunteers	_____ (Unduplicated)	
Number of Volunteer Hours	_____	_____

**IX. Training**

- A. Identify the type of session and count the total number attending training sessions (Training provided by agency staff).\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

Total number attending \_\_\_\_\_

**X. Related Problems**

- A. How many women experienced the following types of abuse?

	Total for Month	Total for Year
Physical	_____	_____
Psychological	_____	_____
Sexual	_____	_____

- B. How many children were abused?

Physical	_____	_____
Psychological	_____	_____
Sexual	_____	_____

- C. How many experienced the following?

	Victim		Batterer	
Alcohol Abuse	_____	_____	_____	_____
Drug Abuse	_____	_____	_____	_____
Alcohol/Drug Abuse	_____	_____	_____	_____
Abused as a Child	_____	_____	_____	_____
Witnessed Abuse	_____	_____	_____	_____
Emergency Medical Intervention	_____	_____	_____	_____
Law Enforcement Intervention	_____	_____	_____	_____

D. How were the situations of individuals provided shelter resolved?

Number returned to previous situations	_____	_____
Number moved to new living arrangements	_____	_____
Unknown disposition	_____	_____
How many went to court?	_____	_____
How many resulted in:		
Criminal convictions	_____	_____
Civil resolutions	_____	_____

## **XI. Clients Served**

A. Race or National Origin	# Served	YTD Total
1. African American	_____	_____
2. European American	_____	_____
3. Hispanic	_____	_____
4. Asian or Pacific Islander	_____	_____
5. Native American or Alaskan Native	_____	_____
6. Unknown	_____	_____

B. Ages	<u>Female</u>	<u>Male</u>	<u>YTD Female</u>	<u>YTD Male</u>
12 or under	_____	_____	_____	_____
13 -17	_____	_____	_____	_____
18 - 25	_____	_____	_____	_____
26 - 40	_____	_____	_____	_____
41 to 60	_____	_____	_____	_____
61 +	_____	_____	_____	_____
Unknown	_____	_____	_____	_____

C. Handicap	<u>Female</u>	<u>Male</u>	<u>YTD Female</u>	<u>YTD Male</u>
	_____	_____	_____	_____

**Family Violence Shelter Services  
Addendum for Batterers Program  
Monthly Reporting Form**

1. Report the number of clients served

Total for Month

Total for Year

\_\_\_\_\_

\_\_\_\_\_

2. Type of Service

Counseling \_\_\_\_\_

\_\_\_\_\_

Referral \_\_\_\_\_

\_\_\_\_\_

Other \_\_\_\_\_

\_\_\_\_\_

3. Race or National Origin

A. European American

\_\_\_\_\_

\_\_\_\_\_

B. African American

\_\_\_\_\_

\_\_\_\_\_

C. Hispanic

\_\_\_\_\_

\_\_\_\_\_

D. Asian or Pacific Islander

\_\_\_\_\_

\_\_\_\_\_

E. American Indian or

Alaskan Native

\_\_\_\_\_

\_\_\_\_\_

F. Unknown

\_\_\_\_\_

\_\_\_\_\_

4. Ages

18 – 29

\_\_\_\_\_

\_\_\_\_\_

30 – 44

\_\_\_\_\_

\_\_\_\_\_

45 – 64

\_\_\_\_\_

\_\_\_\_\_

65 +

\_\_\_\_\_

\_\_\_\_\_

Unknown

\_\_\_\_\_

\_\_\_\_\_

**Family Violence Shelter Services  
Addendum for Reporting of Suspected Abuse Cases  
Monthly Reporting Form**

1. Report the number of suspected child abuse reports referred to the Department of Children's Services.

Total for Month

Total for Year

\_\_\_\_\_

\_\_\_\_\_

2. Of the number of cases reported, how many children were involved?

Total for Month

Total for Year

\_\_\_\_\_

\_\_\_\_\_

3. Report the number of adult protective cases referred to the Department of Human Services for investigation.

Total for Month

Total for Year

\_\_\_\_\_

\_\_\_\_\_

Completed by \_\_\_\_\_ Date \_\_\_\_\_

**Revised 2/10/98**